

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

McCoy Creek Industrial Park
City of Buchanan
Berrien County, Michigan

MDEQ Reference No. AOC-RRD-06-001

**ADMINISTRATIVE ORDER BY CONSENT
FOR PAYMENT OF PAST COSTS, PAYMENT OF STIPULATED PENALTIES,
AND PERFORMANCE OF A SUPPLEMENTAL ENVIRONMENTAL PROJECT**

A. This Administrative Order by Consent for Payment of Past Costs, Payment of Stipulated Penalties, and Performance of a Supplemental Environmental Project (Order) is entered into voluntarily by and between the Michigan Department of Environmental Quality (MDEQ) and the Attorney General for the State of Michigan (collectively, the State) and the Clark Equipment Company, a wholly-owned subsidiary of the Ingersoll-Rand Company, Ltd. (Clark) and Ingersoll-Rand Company, Ltd. (Ingersoll-Rand), pursuant to the authority vested in the State by Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 et seq. All terms used in this Order, which are defined in Part 201 or the Part 201 Administrative Rules, 2002 AACSR 299.5101 *et seq.* (Part 201 Rules), shall have the same meaning in this Order as in Part 201 and the Part 201 Rules.

B. This Order concerns the settlement between the State and Clark and Ingersoll-Rand (collectively referred to as "Respondents") for: (1) reimbursement of the State's past

response activity costs, which were incurred by the State in responding to the release or threat of release of hazardous substances at and emanating from the property of McCoy Creek Industrial Park, Berrien County, Michigan, property (the Property); (2) the payment of stipulated penalties for the alleged failure to submit a Remedial Action Plan in accordance with the December 18, 1996 Administrative Order by Consent between the State and Respondents (1996 Order); and (3) performance of a supplemental environmental project (SEP) in partial settlement of the stipulated penalties claim. The Property and any associated area, place, or property where concentrations of hazardous substances exceed the residential cleanup criteria of Section 20120a(1)(a) and (17) of the NREPA (the Facility), as further defined in the Part 201 Rules, is a facility as defined by Part 201 and is subject to regulation under Part 201.

C. Pursuant to Part 201, the State incurred costs in responding to the release or threat of a release of hazardous substances at the Facility. Pursuant to Section 20126a(1)(a) of the NREPA, a person who is liable under Section 20126 is liable for all response activity costs lawfully incurred by the State. The parties to this Order desire to resolve all claims for past response activity costs that the State has incurred and paid. Past response activity costs do not include those costs incurred as "Oversight Costs" in accordance with Section XXII of the 1996 Order. Settlement of this claim is in the public interest and will minimize litigation.

D. On September 3, 2004 the MDEQ sent a notice of noncompliance with the 1996 Order to Respondents and assessed stipulated penalties in the amount of \$418,750 for Respondents' alleged failure to submit a RAP that complied with the minimum requirements of the 1996 Order and NREPA. The parties have agreed that this claim will be settled for \$90,000

with \$45,000 paid to the state as detailed in Paragraph 1 and the remainder to be mitigated through the performance of a SEP as detailed in Paragraph 2.

E. The execution of this Order by Respondents is neither an admission 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.

F. This Order shall apply to and be binding upon Clark and Ingersoll-Rand and their successors and assigns. No change or changes in the ownership or corporate status of Clark or Ingersoll-Rand shall alter in any way their obligations under this Order. The signatories to this Order certify that they are authorized to execute this Order and legally bind the parties they represent.

BASED UPON THE FOREGOING FACTS AND DETERMINATIONS, THE MDEQ AND THE ATTORNEY GENERAL HEREBY ORDER, AND CLARK AND INGERSOLL-RAND HEREBY AGREE TO, THE FOLLOWING:

1. Within forty-five (45) days of Respondents receiving a copy of this Order signed by the State, Respondents shall pay to the State five hundred and eighty five thousand dollars (\$585,000) to resolve all claims for past response activity costs (\$540,000) for the Facility and for partial settlement of the stipulated penalties (\$45,000). For the purposes of this Order, the term "past response activity costs" means those costs that were incurred and paid by the State for response activities at the Facility that are detailed in the attached Summary of Costs, Attachment 1. Clark and Ingersoll-Rand are jointly and severally liable for payment of both the past response activity costs and stipulated penalties.

Payment is to be made by certified check payable to the "State of Michigan - Environmental Response Fund" and sent to:

Revenue Control Unit
Financial and Business Services Division
Michigan Department of Environmental Quality
P.O. Box 30657
Lansing, Michigan 48909-8157

Via Courier:

Revenue Control Unit
Financial and Business Services Division
Michigan Department of Environmental Quality
Constitution Hall, 5th Floor, South Tower
525 West Allegan Street
Lansing, MI 48933-2125

To ensure proper credit, payment made pursuant to this Order must be made by certified check referencing the McCoy Creek Industrial Park, the MDEQ Reference No. AOC-RRD-06-001, and the Remediation and Redevelopment Division Account NumberRRD2210. A copy of the transmittal letter and the certified check shall be provided simultaneously to:

The MDEQ Project Coordinator:
Ms. Lorraine Thomas
Kalamazoo District Office
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
7953 Adobe Road
Kalamazoo, Michigan 49009
Phone: 269-567-3526
Fax: 269-567-9440

and to:

Ms. Kathleen Cavanaugh
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
G. Mennen Williams Building, 6th Floor
525 West Ottawa Street
Lansing, Michigan 48933

Costs recovered pursuant to this Order shall be deposited in the Environmental Response Fund in accordance with the provisions of Section 20108(3) of the NREPA.

2. To resolve the remainder of the stipulated penalty claim (\$45,000), Respondents also agree to undertake the Supplemental Environmental Project (SEP), described in Attachment 2 which is incorporated by reference and enforceable under this Order. Performance of the SEP will benefit the environment. Respondents agree to implement the SEP in accordance with the details specified in Attachment 2 and the following terms and conditions:

(a) All costs of the SEP shall be the responsibility of Respondents.

Respondents certify that any economic benefit, including tax relief that Respondents will realize as a result of the SEP, is detailed in Attachment 2. To the extent that the actual expenditures to fully and completely implement the SEP total less than forty five thousand dollars (\$45,000), Respondents shall, within thirty (30) days of submission of the Certificate of Completion of Construction of the SEP required in subparagraph (f) below, pay to the MDEQ the amount of the monetary shortfall. Payment should be made in accordance with the procedure set forth in Paragraph 1 above.

(b) The plan included as Attachment 2 contains a schedule, including specific dates for the implementation of the SEP. Respondents shall fully implement all aspects of the SEP in accordance with the specified schedule.

(c) Respondents certify that they have not received, and are not presently negotiating to receive, a credit for the SEP as part of any other enforcement action or any grant from the state, the United States Environmental Protection Agency (EPA) or any other entity. Respondents also certify that they will not seek tax benefits related to the performance of the SEP following completion of the SEP.

(d) In the event Respondents fail to fully and completely implement the SEP to the reasonable satisfaction of the MDEQ, the MDEQ will provide written notice to Respondents describing the nature of the deficiencies. Respondents shall have thirty (30) days from receipt of the notice to submit documentation to the MDEQ demonstrating that the deficiencies have been corrected. In the event the deficiencies are not corrected to the satisfaction of the MDEQ, Respondents will be notified that they are in violation of this Order and are required to pay a stipulated penalty of \$45,000 to the MDEQ within thirty (30) days of notification from the MDEQ. The amount of the stipulated penalty may in the sole discretion of MDEQ be reduced or waived if Respondents made good faith and timely efforts to complete the project. Payment of stipulated penalties under the terms of this Paragraph 2(d) shall satisfy Respondents' obligation to complete the SEP under this Order.

(e) Respondents agree that any public statement, oral or written, made by Respondents making reference to the SEP shall include the following language: "This project was undertaken in resolution of a Notice of Noncompliance issued by the Michigan Department of Environmental Quality."

(f) No later than thirty (30) days after the performance of all activities specified in Attachment 2, excluding the monitoring activities, Respondents shall submit a written Certification of Completion of Construction of the SEP to the Chief of the Remediation and Redevelopment Division demonstrating that all SEP activities specified in Attachment 2, excluding monitoring activities, have been accomplished in accordance with the terms and conditions of this Order and Attachment 2. The Certification shall be accompanied by appropriate documentation (such as invoices, receipts, or tax statement) to verify the total expenditure made by Respondents as a result of implementing the activities specified under Attachment 2. It shall be the sole determination of the MDEQ as to whether Respondents have completely implemented the activities specified in Attachment 2.

3. If Respondents fail to pay the amount indicated in Paragraph 1 and, if applicable, Paragraph 2(a) of this Order pursuant to the schedule set forth therein, Respondents shall also pay the State interest on balance not paid at the rate provided in Section 20126a(3) of the NREPA. If Respondents' payment is more than thirty (30) days past due, Respondents shall also pay the State stipulated penalties of Five Hundred Dollars (\$500.00) per day for every day of its noncompliance with Paragraph 1.

4. In consideration of the payment to be made and the performance of the SEP by Respondents 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 Respondents for the past response activity costs addressed in Paragraph 1 or the stipulated penalties assessed in the September 3, 2004 notice of noncompliance. With respect to Respondents' liability for past

response activity costs, the State's covenant not to sue shall take effect upon the MDEQ's receipt of full payment from Respondents for the amount specified in Paragraph 1 and, if applicable, Paragraph 2(a) and any associated interest and penalties that may have accrued pursuant to Paragraph 3. The covenant not to sue applies only to past response activity costs and shall not be construed as a covenant not to sue for any other liability that Respondents may have to the State for the Facility. The covenant not to sue shall extend only to Respondents and does not extend to any other person.

5. Nothing in this Order shall be construed as releasing or discharging any liability of any person to Respondents and Respondents specifically reserve their rights against such persons.

6. Respondents agree that all applicable statutes of limitation are tolled until Respondents have complied with the terms of this Order.

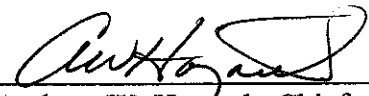
7. The State reserves all of its rights under state and federal law to perform response activities and to take enforcement action, including action to seek injunctive relief, the recovery of response activity costs not addressed by this Order, the recovery of natural resource damages and costs incurred to assess natural resource damages, monetary penalties, punitive damages for any violation of law or this Order, and liability for criminal acts. The State expressly reserves all of its rights and defenses pursuant to any available legal authority to enforce this Order.

8. Nothing in this Order shall limit the power and authority of the MDEQ 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.

9. Pursuant to Section 20129(5) of the NREPA and to the extent provided in Paragraph 3, Respondents shall not be liable for claims for contribution for the matters addressed in this Order. Entry of this Order does not discharge the liability of any other person that may be liable under Section 20126 of the NREPA, or Sections 107 and 113 of the CERCLA, 42 USC Sections 9607 and 9613, to the extent allowable by law. Pursuant to Section 20129(9) of the NREPA, any action by Respondents 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 laws.

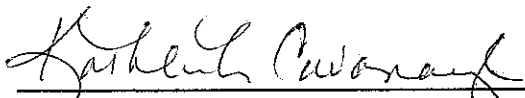
10. This Order shall become effective on the date that the State signs this Order. All dates for the performance of obligations under this Order shall be calculated from the effective date of this Order. For the purposes of this Order, the term "day" shall mean a calendar day unless otherwise noted.

IT IS SO AGREED TO AND ORDERED BY:



Andrew W. Hogarth, Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality

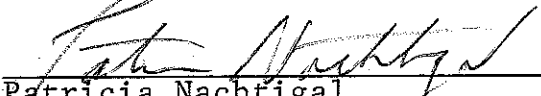
June 7, 2006
Date



Kathleen L. Cavanaugh (P38006)
Assistant Attorney General
Environment, Natural Resources,
and Agriculture Division
Michigan Department of Attorney General


June 2, 2006
Date

IT IS SO AGREED BY:



Patricia Nachtigal
President
Clark Equipment Company

May 30, 2006
Date



Patricia Nachtigal
Senior Vice President
Ingersoll-Rand Company Limited

May 30, 2006
Date

ATTACHMENT 1
SUMMARY OF COSTS

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
REMEDATION AND REDEVELOPMENT DIVISION

Date: 01/31/2006

Source: ERNIE

Cost Recovery Summary Report

Page: 1 of 1

Site Name: D & B Buildings

County: Berrien

Site ID: 11000244

Package: 454819-00

McCoy - D & B Bldings - Non AOC costs: Non AOC Costs

Total for Employee Salaries and Wages	
Period Covered:	\$0.00
Indirect Dollars	\$0.00
Sub-Total	<u>\$0.00</u>
Total for Employee Travel Expenses	
Period Covered:	\$0.00
Contractual Expenses	
Weston Solutions Inc(OLD PM-TC Contract) (Y40046D)	
Period Covered: 12/18/1998 - 03/22/2001	\$127,648.37
Weston Solutions Inc(OLD PM-TC Contract) (Y50121D)	
Period Covered: 12/18/1998 - 03/30/2001	\$523,682.14
DLZ Laboratories, Inc. (Y80240)	
Period Covered: 12/18/1998 - 09/30/1999	\$2,991.00
Weston Solutions Inc (2001 PM-TC) (Y01375E)	
Period Covered: 09/27/2001 - 04/06/2004	\$96,023.90
Weston Solutions Inc (2001 PM-TC) (Y01300E)	
Period Covered: 09/30/2001 - 08/25/2003	\$4,258.40
Contract Sub-Total	<u>\$754,603.81</u>
Total for Miscellaneous Expenses	
Period Covered: 10/29/1997 - 09/30/1998	\$682.50
MDNR/MDEQ Lab	
Period Covered:	\$156,146.30
Total for MDPH/Community Health Expenses	
Alternate Water Supply	
Period Covered:	\$0.00
Bottled Water	
Period Covered:	\$0.00
MDPH/MDCH Lab	
Period Covered:	\$0.00
Sub-Total	<u>\$0.00</u>
Attorney General Expenses	
Period Covered:	\$0.00
Other Expenses	
Period Covered:	\$0.00
Sub-Total	<u>\$911,432.61</u>
Interest Calculated from through	
	<u>\$0.00</u>
Total Combined Expenses for Site and Interest	
	<u>\$911,432.61</u>

Run Date 05/18/2005

ATTACHMENT 2

SUPPLEMENTAL ENVIRONMENTAL PROJECT PROPOSAL

Supplemental Environmental Project Proposal

Entity Subject to Enforcement Action: Clark Equipment Company (a wholly-owned subsidiary of Ingersoll-Rand Company, Ltd.)

Location: McCoy Creek Industrial Park, City of Buchanan, Berrien County, MI

Regulatory Information:

This Supplemental Environmental Project is being proposed as partial settlement of a stipulated penalty claim brought by the MDEQ pursuant to the December 18, 1996 Administrative Order by Consent. The settlement also includes payment of monies to MDEQ for a portion of the stipulated penalty claim and for alleged past costs incurred by MDEQ. Clark denies any liability for these claims, but agreed to settle them on the terms offered in Kathleen Cavanaugh's October 13, 2005 letter to Aaron Kleinbaum.

Project Name: Improvement of the Commercial/Industrial Properties at 324 East Dewey Street, Buchanan, Michigan to Allow Daycare Use

Project Manager: David Sordi, P.E.
Manager, Environmental and Safety Engineering
Ingersoll-Rand Company, Ltd.
Corporate Center
70 North Street
Torrington, CT 06790

Phone: 860-496-6290
Fax: 860-496-6211
David_Sordi@irco.com

DEQ Contacts: David O'Donnell
Lorraine Thomas
Remediation and Redevelopment Division
Kalamazoo District Office
(269) 567-3525

Geographical Area to Benefit from the Project: City of Buchanan and Berrien Co., Michigan

SEP Category: Environmental Restoration and Protection

PROJECT DESCRIPTION

The properties at 324 East Dewey Street are subject to an environmental agreement between the City of Buchanan and Clark Equipment Company/Ingersoll-Rand Company ("Clark") that

allows the properties to be used in a manner that is consistent with Commercial (II, III, IV) and Industrial land use descriptions. The properties described as 324 East Dewey Street are owned by the City of Buchanan and K. Barker Enterprises, LLC ("Barker"). Barker has leased a portion of his property to an entity which has established a commercial daycare on the property. The commercial daycare operation is consistent with a Commercial I land use. Daycare operations on the Barker property extend onto an adjacent property that is owned by the City of Buchanan.

The City of Buchanan maintains that the daycare use is beneficial to the community in that it provides a needed service as well as one that complements other businesses operating at the location and, as a result, its presence tends to enhance the potential for success of the adjacent businesses. This supplemental environmental project ("SEP") consists of remedial activities necessary to ensure the long term protectiveness of the property for its current and future intended uses including limited use as a daycare with an established outdoor play area.

The remedial activities that comprise this SEP are as follows:

TASK 1: REMEDIAL INVESTIGATION AND RISK EVALUATION

Remedial investigation was performed to characterize soil and ground water on the property with respect to constituents of concern for the area. This work included the investigation and preparation of reports presenting a Limited and Supplemental Soil Evaluation of the Dewey Street Property. These investigations were performed by the City of Buchanan (Prism Science and Technology, LLC, performed the work under contract to the City of Buchanan).

Clark has reimbursed the City of Buchanan for a portion of the costs associated with these investigations (\$13,450.00). Clark proposes to reimburse the City of Buchanan for the remainder of the cost of these investigations (\$12,267.00) upon the MDEQ's approval of this SEP Proposal.

Clark contracted with Horizon Environmental Corporation ("Horizon") to oversee these investigations and to evaluate potential risks associated with the use of the property as a daycare, including use of some portion of the property as an outdoor play area.

TASK 2: RISK MITIGATION

In response to risks associated with direct contact exposure to surface soils that were identified in the above investigations, an exposure barrier was constructed in the outdoor play area. Construction of the exposure barrier included excavation of soils to a depth of six inches and placement of bituminous pavement over the entire area. Excavated soils were transported from the site to the Southeast Berrien County Landfill for disposal. In addition, an existing fence was relocated to limit outdoor recreational activities associated with the daycare operation to the area that is protected by the exposure barrier. With the exception of soil disposal, this work was performed by Barker. Clark will reimburse Barker for that work (\$5,900) upon the MDEQ's approval of this SEP Proposal. Transportation of the soils from the site to the landfill and disposal of the soils was completed by Horizon, on behalf of Clark (\$993.90).

Clark is also re-drafting the restrictive covenants for the two affected properties to establish the outdoor play area. This will include revision of the legal survey for each of the areas to show the location of the play area and drafting of additional language to describe the uses allowed in that area for MDEQ approval.

Clark's legal and technical representatives assisted in negotiating and finalizing the overall scope of the remedy during meetings between the City of Buchanan, Barker, and Clark on June 2, 2005 and September 8, 2005. Clark's technical representative also met with the MDEQ representatives at the site to discuss the scope of work on September 15, 2005.

TASK 3: DEVELOPMENT OF A PROPERTY-SPECIFIC DUE CARE PLAN

In support of Barker's continued ownership and use of the property, the City of Buchanan will prepare a Section 20107a Compliance Analysis for the Barker property. This document will describe how activities on the property will comply with the "Due Care" requirements of Section 20107a of Part 201 of 1994 Michigan P.A. 451, as amended. Clark will reimburse the City of Buchanan for development of this compliance analysis upon the MDEQ's approval of this SEP proposal and completion of the work.

TASK 4: MONITORING AND MAINTENANCE OF EXPOSURE BARRIER

Monitoring and maintenance will to be necessary to assure the efficacy of the direct contact barrier in this area of the site. Monitoring and maintenance activities will consist of formal inspection of the bituminous pavement on a monthly basis April through November and on a bimonthly basis December through March. Formal inspections will be completed to assess the pavement for damage due to normal wear, frost heave, erosion, vandalism, or other means. Conditions that will be considered to require maintenance include, but are not limited to, cracks that are more than ½ inch wide or other deterioration in asphalt pavement that exposes or will likely expose (before the next inspection) underlying soils.

The condition of the ground covers and fencing, including any indications of failure will be documented on a Direct Contact Barrier Inspection Log, which will be maintained at the site. The property owner will be notified of any failures or conditions that do not meet the performance standards stated above. Clark expects that these conditions will be corrected by the property owner as soon as possible after identification of the deficiency and the nature and completion of the repairs will be documented on the inspection log.

Estimated costs associated with monitoring of the exposure barrier are based on an assumed 30 year duration of monitoring.

TASK 5: PROJECT ADMINISTRATION

Finally, the SEP also includes administrative activities necessary to complete the work, including long-term coordination of monitoring, development of this proposal and development of a completion report for the SEP. The completion report is proposed to be prepared by Clark and submitted to the MDEQ within 180 days of completion of all elements of the SEP, excluding monitoring and maintenance activities.

EXPECTED ENVIRONMENTAL BENEFITS

The daycare use is beneficial to the community in that it provides a needed service as well as one that complements other businesses operating at the location and tends to enhance the success of those businesses. Completion of the SEP outlined herein will eliminate unacceptable risks associated with potential direct contact to impacted soils on the properties where the SEP is to be completed.

PROJECT BUDGET

A summary of the actual costs incurred to date for implementation of the SEP, as well as estimated costs associated with monitoring and documentation of the SEP, is presented in Table 1. As noted therein, Clark has incurred over \$40,000 in costs to date for SEP implementation activities. Documentation associated with Clark's costs incurred to date in relation to this SEP, in the form of invoices from implementing contractors, is presented as Attachment I to this proposal.

Clark anticipates incurring an additional \$65,800 in costs related to this SEP. Nonetheless, as outlined in Kathleen Cavanaugh's letter of October 13, 2005, to Aaron Kleinbaum, Clark is seeking to use only \$45,000 of these costs to offset stipulated penalties associated with the site.

Clark Equipment Company is a "C" corporation and is a wholly-owned subsidiary of Ingersoll-Rand Company, Ltd., a Bermuda company.

PROJECT SCHEDULE

The timeline for implementation of this SEP is summarized as follows:

Initial Investigation:	February and March 2005
Supplemental Investigation:	April – June 2005
Direct Contact Barrier/Fence Construction:	May 2005
SEP Proposal Submitted to MDEQ:	November 2005
SEP Completion Report Submittal to MDEQ:	180 days after SEP Approval

ACCOUNTING

Clark will submit to MDEQ, RRD, upon completion of the SEP, a detailed statement of capital and administrative costs associated with implementation of the SEP. This statement will include invoices from implementing contractors as well as lien waivers, cancelled checks or other similar documentation of payment of such invoices.

REPORTING

Clark proposes to prepare and issue a single report to the MDEQ, RRD, to document completion of the SEP. The SEP completion report is proposed to be submitted to the MDEQ within 180 days of completion of all elements of the SEP, excluding monitoring activities. The report will contain detailed information regarding implementation of the SEP, including reports of investigations completed in the SEP area, summarized cost documentation, as well as photographic documentation of SEP completion. The completion report is intended to provide the MDEQ, RRD with sufficient information to verify and document proper expenditure of SEP funds, as well as to evaluate the effectiveness and benefits of the SEP.

PRIOR COMMITMENTS AND/OR REGULATORY REQUIREMENTS

As suggested in Kathleen Cavanaugh's August 1, 2005, letter to Aaron Kleinbaum, the MDEQ recognizes that potential unacceptable exposures to environmental media that directly result from the presence of a day care operation on the Barker property are not necessarily due to lack of effort put forth by Clark, but rather due to the property transaction between the City of Buchanan and Barker. Absent the property transaction, the presence of the day care operation on the Barker property, and the associated unacceptable exposures, the SEP would not be required under any applicable local, state or federal regulation. No other requirements to implement this SEP exist.

CERTIFICATION OF EXPENDITURES BY THE ALLEGED VIOLATOR

The proposed SEP was and will be completed in support of settlement of the current enforcement action. The proposed SEP is not funded by grants, donations, low interest loans, or other sources of funding not attributable to Clark's normal budgetary process. The proposed SEP is not being done, nor will it received credit, as part of an environmental incentive or awards program offered by local, state or federal government, industry, or other similar program.

**Table 1. McCOY CREEK INDUSTRIAL PARK SITE, BUCHANAN, MICHIGAN
SUMMARY OF SUPPLEMENTAL ENVIRONMENTAL PROJECT COSTS
324 EAST DEWEY STREET PROPERTIES**

Task No.	Task Description	Actual Costs Incurred	Estimated Costs	Notes
(1).	<u>Remedial Investigation and Risk Assessment</u>			
(a).	Limited Soil Evaluation [Prism Science & Technology, LLC ("Prism") on behalf of the City of Buchanan]	\$ 13,450.00	\$ -	
(b).	Supplemental Soil Evaluation (Prism, obo City of Buchanan)	\$ 12,267.00	\$ -	
(c).	Oversight, Risk Assessment and Interpretation (Horizon)	\$ 4,367.16	\$ -	
	Subtotals (Task 1):	\$ 30,084.16	\$ -	
(2).	<u>Risk Mitigation</u>			
(a).	Placement of Direct Contact Barrier/Pavement and Relocation of Fence at Perimeter of Outdoor Play Area	\$ 5,900.00	\$ -	
(b).	Transportation of the soils from the site to the landfill and disposal of the soils (completed by Horizon, on behalf of Clark)	\$ 993.90		
(c).	Survey and Revision of Restrictive Covenants for Outdoor Play Area	\$ -	\$ 4,500.00	
(d).	Review of Proposed Remedy, Negotiation of Agreement (Horizon)	\$ 2,967.00	\$ -	
(e).	Review of Proposed Remedy, Negotiation of Agreement (Dykema Gossett)	\$ 4,356.00	\$ -	
	Subtotals (Task 2):	\$ 14,216.90	\$ 4,500.00	
(3).	<u>Section 20107a Compliance Analysis</u>			
(a).	Develop Section 20107a Compliance Analysis for KBE Property	\$ -	\$ 1,200.00	
	Subtotals (Task 3):	\$ -	\$ 1,200.00	
(4).	<u>Monitoring</u>			
(a).	Monitoring of Pavement Integrity	\$ -	\$47,598.26	(1)
	Subtotals (Task 4):	\$ -	\$ 47,598.26	
(5).	<u>Project Administration</u>			
(a).	Preparation of Completion Reports	\$ -	\$ 2,500.00	
(b).	Accounting/Project Management	\$ -	\$ 10,000.00	
	Subtotals (Task 5):	\$ -	\$ 12,500.00	
	TOTAL ACTUAL/ESTIMATED SEP COSTS:	\$ 44,301.06	\$ 65,798.26	
	TOTAL SEP COSTS:		\$ 110,099.32	

(1) Monitoring costs are based on an assumed 30 year operating life with an annual escalator of four percent (4%) to account for inflation. Net present costs were not considered.

Attachment 1

Prism Science & Technology, LLC
501 Main Street
St. Joseph, Michigan 49085

RECEIVED

INVOICE

MAR - 1 2005

Invoice to:

Michael L. Hughes, City Manager
City of Buchanan
302 North Red Bud Trail
Buchanan, Michigan 49107

Date	2/28/2005
Amount Due	\$3,319.75
Invoice No.	05.0230.01
Purchase Order No.	N/A
Terms	Net 15 days
Interest may be charged at 1 1/2% per month for outstanding balances not paid after due date.	

Description	Amount
PROGRESS INVOICE NO. 01: For professional services rendered through 2/28/2005 for preparation and submittal of the work plan to the Michigan Department of Environmental Quality (MDEQ), communication with MDEQ personnel, and field activities for the Limited Soil Evaluation being conducted at 324 E. Dewey Street in Buchanan, Michigan. These services were authorized by Professional Services Contract No. 05.0230 executed 10 February 2005.	
Contract Amount	\$13,450.00
Total Amount Due This Invoice	\$ 3,319.75
Budget Remaining	\$10,130.25
TOTAL AMOUNT DUE	\$3,319.75

PAID by IR
(cm)

If you have any questions regarding your account, contact Sandra Dine at (269) 983-5775.

Thank you for allowing Prism to be of service to you!

Prism Science & Technology, LLC
501 Main Street
St. Joseph, Michigan 49085

RECEIVED

MAR 30 2005

INVOICE

Invoice to:

Michael L. Hughes, City Manager
City of Buchanan
302 North Red Bud Trail
Buchanan, Michigan 49107

Date	3/29/2005
Amount Due	\$10,130.25
Invoice No.	05.0230.02
Purchase Order No.	N/A
Terms	Net 15 days
Interest may be charged at 1 1/2% per month for outstanding balances not paid after due date.	

Description	Amount
PROGRESS INVOICE NO. 02: For professional and subcontracted laboratory services rendered through completion for communication with the Michigan Department of Environmental Quality, Randy Hyrns, and Jim Enright; analytical data reduction/maps; and report preparation (Results of Limited Soil Evaluation) for the Dewey Street Property located at 324 East Dewey Street in Buchanan, Michigan. (Draft copies of the Results of Limited Soil Evaluation were submitted on 3/29/2005 to Mr. Hyrns and Mr. Enright for review and final approval.) In addition, a response options memorandum was prepared and submitted in draft form to Mr. Enright and (following incorporation of comments) in final form to the City of Buchanan and Lorraine Thomas of the Michigan Department of Environmental Quality. These services were authorized by Professional Services Contract No. 05.0230 executed 10 February 2005.	
Contract Amount	\$13,450.00
Invoice 05.0230.01 (Paid - Thank You)	- \$ 3,319.75
Total Amount Due This Invoice	\$10,130.25
TOTAL AMOUNT DUE	\$10,130.25

Paid by IR (cm)

If you have any questions regarding your account, contact Sandra Dine at (269) 983-5775.

Thank you for allowing Prism to be of service to you!

PRISMSM
SCIENCE & TECHNOLOGY, LLC
Environmental and Compliance Consulting

29 March 2005

Prism Number 05.0230

Mr. James Enright
Law, Weathers & Richardson, P.C.
Bridgewater Place
333 Bridge Street, N.W., Suite 800
Grand Rapids, Michigan 49504

Mr. Randy Hymns
Bittner, Hymns, Daly & Riemland, P.C.
610 Ship Street
P.O. Box 290
St. Joseph, Michigan 49085

Subject: Results of Limited Soil Evaluation
Dewey Street Property, 324 East Dewey Street, Buchanan, Michigan


Dear Messrs. Enright and Hymns:

Enclosed is one draft copy of the *Results of Limited Soil Evaluation* prepared by Prism Science & Technology, LLC dated 29 March 2005. Upon your review, any necessary changes will be incorporated into the final document and submitted to the City of Buchanan and, upon authorization, to the Michigan Department of Environmental Quality.

Should you have any questions regarding the enclosed report, please contact our office at (269) 983-5775.

Sincerely,

Prism Science & Technology, LLC


Mark C. Seaman, CPG
Principal

Enclosure

c: ✓ Mr. Michael Hughes, City of Buchanan (without enclosure)

c:\p\050230\ele\032905let.wpd

Prism Science & Technology, LLC
501 Main Street
St. Joseph, Michigan 49085

RECEIVED

APR 25 2005

INVOICE

Invoice to:

Michael L. Hughes, City Manager
City of Buchanan
302 North Red Bud Trail
Buchanan, Michigan 49107

Date	4/21/2005
Amount Due	\$7,619.65
Invoice No.	05.0231.01
Purchase Order No.	N/A
Terms	Net 15 days
Interest may be charged at 1 1/2% per month for outstanding balances not paid after due date.	

Description	Amount
PROGRESS INVOICE NO. 01: For professional services rendered through 4/16/2005 for communication with Michael Hughes, Jim Enright, and Lorraine Thomas of the Michigan Department of Environmental Quality; field activities; and subcontracted laboratory analysis for the supplemental soil investigation for due care activities being conducted at 324 E. Dewey Street in Buchanan, Michigan. These services were verbally authorized by Michael Hughes.	
Original Contract Amount:	\$ 6,410.00
Revised Contract Amount:	\$10,610.00
Total Amount Due This Invoice:	\$ 7,619.65
Budget Remaining:	\$ 2,990.35
TOTAL AMOUNT DUE	\$7,619.65

If you have any questions regarding your account, contact Sandra Dine at (269) 983-5775.

Thank you for allowing Prism to be of service to you!

Science & Technology, LLC
501 Main Street
St. Joseph, Michigan 49085

INVOICE

Invoice to:

Michael L. Hughes, City Manager
City of Buchanan
302 North Redbud Trail
Buchanan, Michigan 49107

Date	5/19/2005
Amount Due	\$2,990.35
Invoice No.	05.0231.02
Purchase Order No.	N/A
Terms	Net 15 days
Interest may be charged at 1 1/2% per month for outstanding balances not paid after due date.	

Description	Amount
PROGRESS INVOICE NO. 02: For professional services rendered through completion for the supplemental soil investigation (Results of Supplemental Soil Investigation dated 19 May 2005) conducted at the Dewey Street Property at 324 E. Dewey Street in Buchanan, Michigan. These services were authorized by Professional Services Contract No. 05.0231 executed 4/22/2005 and Change Order No. 01 executed 4/28/2005.	
Original Contract Amount:	\$ 6,410.00
Change Order No. 01:	+ \$ 4,200.00
Revised Contract Amount:	\$10,610.00
Invoice No. 05.0231.01 (<i>Paid-Thank You</i>):	\$ 7,619.65
Total Amount Due This Invoice:	\$ 2,990.35
TOTAL AMOUNT DUE	\$2,990.35

If you have any questions regarding your account, contact Sandra Dine at (269) 983-5775.

Thank you for allowing Prism to be of service to you!

330 Street

Prism Science & Technology, LLC
501 Main Street
St. Joseph, Michigan 49085

RECEIVED

JUN 13 2005

INVOICE

Invoice to:

Michael L. Hughes, City Manager
City of Buchanan
302 North Redbud Trail
Buchanan, Michigan 49107

Date	6/10/2005
Amount Due	\$1,657.00
Invoice No.	05.0231.03
Purchase Order No.	N/A
Terms	Net 15 days
Interest may be charged at 1 1/2% per month for outstanding balances not paid after due date.	

Description	Amount
PROGRESS INVOICE NO. 03: For professional and subcontracted laboratory services associated with client and attorney meetings, communication/correspondence, site meetings, TCLP-lead waste characterization analysis, and response action planning/management beyond the previous scope of services for the supplemental soil investigation for due care conducted at the Dewey Street Property at 324 E. Dewey Street in Buchanan, Michigan. These services were authorized by Professional Services Contract No. 05.0231 executed 4/22/2005, Change Order No. 01 executed 4/28/2005, and Change Order No. 02 executed 6/3/2005.	
Original Contract Amount:	\$ 6,410.00
Change Order No. 01:	+ \$ 4,200.00
Change Order No. 02 (This Invoice):	+ \$ 1,657.00
Revised Contract Amount:	\$12,267.00
Total Amount Due This Invoice:	\$ 1,657.00
TOTAL AMOUNT DUE	\$1,657.00

If you have any questions regarding your account, contact Sandra Dine at (269) 983-5775.

Thank you for allowing Prism to be of service to you!

K BARKER ENTERPRISES, LLC

324 E. Dewey Street Suite #201 Buchanan, MI 49107
T: 269-695-1277 F: 269-695-3395

*Send to
D. Sordi.*

INVOICE

RECEIVED ON

FROM:
K. Barker Enterprises Inc.
324 E. Dewey St. # 201
Buchanan, MI 49107

513-05
June 8, 2005

JUN 29 2005

INGERSOLL-RAND
AARON KLEINBAUM, ESQ.

SUBMITTED TO:
City of Buchanan
302 N. Redbud Trail
Buchanan, MI 49107
Attn: Mike Hughes

PROJECT:
KBE Building
Daycare playground work

We hereby submit for payment on the above referenced project for:

	STATEMENT	INVOICE
BASE CONTRACT		
Cantamination Remediation		
Asphalt work	\$ 4,100.00	\$ 4,100.00
Remove and reinstall fence	\$ 1,800.00	\$ 1,800.00
CHANGE ORDERS		
TOTAL CONTRACT	\$ 5,900.00	
INVOICES DUE (including this one)	(\$ 5,900.00)	
PREVIOUS PAYMENTS	(\$ 0.00)	
CONTRACT BALANCE	\$ 5,900.00	
TOTAL AMOUNT DUE NOW		\$ 5,900.00

Under the terms of our original agreement please remit payment within 15 calendar days.

K. Barker
Kevin J. Barker, President.

Owner's Representative

Summary of Labor and Expenses Related to I-R Technical and Legal Support Costs for the Daycare Remedial Activities

1(c) **Oversight, Risk Assessment and Interpretation (Horizon)**

Coordination and Field Oversight of February 19, 2005 Sampling Event

<i>Labor</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Mark Christensen	2/19/2005	10 \$	72.00 \$	720.00
Charlene McGue	1/25/2005	2.3 \$	115.00 \$	264.50
Charlene McGue	2/18/2005	1.3 \$	115.00 \$	149.50
				<u>\$ 1,134.00</u>

<i>Expenses</i>	<i>Date</i>	<i>Units</i>	<i>Rate</i>	<i>Total</i>
Mileage	2/19/2005	120 \$	0.40 \$	48.00
Meals and Lodging	2/18/2005	\$ 80.60	10% \$	88.66
				<u>\$ 136.66</u>

Sub Total \$ 1,270.66

Coordination and Field Oversight of April 9, 2005 Sampling Event

<i>Labor</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Mark Christensen	4/9/2005	10 \$	72.00 \$	720.00
Charlene McGue	4/8/2005	2.5 \$	115.00 \$	287.50
				<u>\$ 1,007.50</u>

<i>Expenses</i>	<i>Date</i>	<i>Units</i>	<i>Rate</i>	<i>Total</i>
Mileage	4/9/2005	240 \$	0.40 \$	96.00
				<u>\$ 96.00</u>

Sub Total \$ 1,103.50

Review of Field Investigation Results and Risk Evaluation

<i>Labor</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Charlene McGue	5/25/2005	3 \$	115.00 \$	345.00
	6/6/2005	2 \$	115.00 \$	230.00
	6/7/2005	1.5 \$	115.00 \$	172.50
	6/8/2005	2.5 \$	115.00 \$	287.50
	6/13/2005	2 \$	115.00 \$	230.00
Bill Farrell	9/27/2005	1 \$	104.00 \$	104.00
	9/28/2005	2 \$	104.00 \$	208.00
	9/29/2005	4 \$	104.00 \$	416.00
				<u>\$ 1,993.00</u>

Sub Total \$ 1,993.00

Total	\$ 4,367.16
--------------	-------------------------------

Summary of Labor and Expenses Related to I-R Technical and Legal Support Costs for the Daycare Remedial Activities

2(d) Review of Proposed Remedy, Negotiation of Agreement (Horizon)

<i>Labor</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Charlene McGue	6/2/2005	7.5	\$ 115.00	\$ 862.50
	9/8/2005	9	\$ 115.00	\$ 1,035.00
	9/15/2005	4.5	\$ 115.00	\$ 517.50
	9/16/2005	4	\$ 115.00	\$ 460.00
				<u>\$ 2,875.00</u>
<i>Expenses</i>	<i>Date</i>	<i>Units</i>	<i>Rate</i>	<i>Total</i>
Mileage	9/8/2005	230	\$ 0.40	\$ 92.00
				<u>\$ 92.00</u>
Total				\$ 2,967.00

2(e) Review of Proposed Remedy, Negotiation of Agreement (Dykema Gossett)

<i>Labor</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Total</i>
Bill Schikora	6/2/2005	8 \$	216.00 \$	1,728.00
David Tripp	9/8/2005	8 \$	328.50 \$	2,628.00
				<u>\$ 4,356.00</u>
Total				\$ 4,356.00

Invoice
Terms Net 30

HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790

INVOICE NUMBER: 20050271
25-Feb-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
PO 13218

INVOICE FOR PERIOD ENDING FEBRUARY 25, 2005

CLA-0302

Stan	House		
	4.0		
		Subtotal	\$
		Total	\$

Daycare Investigation

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Mark Christensen	10.0	72.00	720.00
Charlene McGue	19.6	115.00	2,254.00
		Subtotal	\$ 2,974.00

Expenses

Truck/Mileage		136.00
	Subtotal	\$ 136.00
	Total	\$ 3,110.00

HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790

INVOICE NUMBER: 20050271
25-Feb-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
PO 13218

INVOICE FOR PERIOD ENDING FEBRUARY 25, 2005

C S K P	[REDACTED]	[REDACTED]	T [REDACTED] 72.00
[REDACTED] charges		Subtotal	\$ [REDACTED]
		Subtotal	\$ [REDACTED]
		Total	\$ [REDACTED]

CLA-0306 (O&M Building 32 and D&B Area)

Staff [REDACTED]	Hourly Rate [REDACTED]	Total [REDACTED]
	Subtotal	\$ [REDACTED]
<u>Expenses</u> [REDACTED]		[REDACTED]
	Subtotal	\$ [REDACTED] 32
	Total	\$ [REDACTED]

HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
 ATTN: DAVE SORDI
 MANAGER, ENVIRONMENTAL ENGINEERING
 70 NORTH STREET
 TORRINGTON, CT 06790

INVOICE NUMBER: 20050271
 25-Feb-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
 PO 13218

INVOICE FOR PERIOD ENDING FEBRUARY 25, 2005

CLA-0312 (Interim Response Actions)

DCC Cover [REDACTED] Area - Flat

H [REDACTED]

Total

\$

[REDACTED]
 [REDACTED]

Staff [REDACTED] Week Banks

[REDACTED]
 [REDACTED]
 [REDACTED]

Hours

[REDACTED]
 [REDACTED]
 [REDACTED]

Rate

[REDACTED]
 [REDACTED]
 [REDACTED]

Total

[REDACTED]
 [REDACTED]
 [REDACTED]

Subtotal

\$

[REDACTED]
 [REDACTED]

Expenses

[REDACTED] ks
 [REDACTED]
 [REDACTED] ges
 SH [REDACTED]

Subtotal

\$

[REDACTED]
 [REDACTED]
 [REDACTED]

Total

\$

[REDACTED]
 [REDACTED]

Building 32 Sewer/Floor and Equipment Removal, Boiler Change Order and Industrial DCC Cover

Staff

M [REDACTED]
 Ed [REDACTED]
 Jam [REDACTED]
 C [REDACTED]
 Ch [REDACTED]
 Lee [REDACTED] rooyen

Hours

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Rate

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Total

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Subtotal

\$

[REDACTED]
 [REDACTED]

HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523

CAME

INVOICE NUMBER: 20050271
 25-Feb-05

INGERSOLL RAND COMPANY
 ATTN: DAVE SORDI
 MANAGER, ENVIRONMENTAL ENGINEERING
 70 NORTH STREET
 TORRINGTON, CT 06790

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
 PO 13218

INVOICE FOR PERIOD ENDING FEBRUARY 25, 2005

Building 32 Sewer/Floor and Equipment Removal, Boiler Change Order and Industrial DCC Cover (continued)

Expenses

<div data-bbox="352 714 673 1127" style="background-color: black; width: 100%; height: 100%;"></div>	<div data-bbox="1266 714 1427 1127" style="background-color: black; width: 100%; height: 100%;"></div>
--	--

Subtotal \$

Total \$

Hydraulic Containment - Former Settling Pond Area/Cu and Pb Areas

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
<div data-bbox="352 1375 552 1722" style="background-color: black; width: 100%; height: 100%;"></div>	<div data-bbox="812 1375 933 1701" style="background-color: black; width: 100%; height: 100%;"></div>	<div data-bbox="1006 1375 1120 1701" style="background-color: black; width: 100%; height: 100%;"></div>	<div data-bbox="1266 1375 1396 1722" style="background-color: black; width: 100%; height: 100%;"></div>
Subtotal		\$	<div data-bbox="1234 1753 1427 1803" style="background-color: black; width: 100%; height: 1.2em;"></div>

Invoice
Terms Net 30

HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790

INVOICE NUMBER: 20050271
25-Feb-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
PO 13218

INVOICE FOR PERIOD ENDING FEBRUARY 25, 2005

Hydraulic Containmentment - Former Settling Pond Area/Cu and Pb Areas (continued)

Expenses

Charges

3

Subtotal

3

Total

2

PAY THIS AMOUNT

Please make check payable to:

Horizon Environmental Corporation and send to: P.O. Box 230223, Grand Rapids, MI 49523

EXHIBIT D
PROJECT TIME SHEET

Client Name: ***Clark Equipment Company***
Project Name: ***McCoy Creek Industrial Park***

Project Number: *CLA-0306,CLA-0312*

Employee: Mark Christensen

Services Performed:
Thru
25-Feb-05

[illegible]**TOTAL**

HORIZON ENVIRONMENTAL CORPORATION

Weekly Expense Report

Employee Name MARK CHRISTENSEN

Employee # 77

Week Ending 2-18-05

Approved By [Signature]

Total of all Pages 0.00

165,05

Client	Project No.		Sat.	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	
CLARK	CLAO3.2	Breakfast								0.00
Specific Business Purpose		Lunch							4.96	4.96 0.00
		Dinner							15.94	15.94 0.00
		Other								
		Lodging							52.92	52.92 0.00
		Parking								0.00
										0.00
Subtotal										73.82 0.00

Client	Project No.		Sat.	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	
		Breakfast								0.00
Specific Business Purpose		Lunch								0.00
		Dinner								0.00
		Other								
		Lodging								0.00
		Parking								0.00
										0.00
Subtotal										0.00

Client	Project No.		Sat.	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	
		Breakfast								0.00
Specific Business Purpose		Lunch								0.00
		Dinner								0.00
		Other								
		Lodging								0.00
		Parking								0.00
										0.00
Subtotal										0.00

Total 0.00

Explanation of Mileage

Mileage Rate Applicable 0.37

Client	Project No.	Day	Business Purpose	From	To/From	To	Miles
							Miles
							0
							40 0.00
							Mileage Total
							0.00

Subtotal This Side 73.82 0.00

Reimbursable Expenses

Weekly Expense Report

Employee # 77

Week Ending 2-25-05

Approved By _____

Total of all Pages	<u>4</u>	0.00
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Page 78

Client	Project No.		Sat.	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	
CLARK	CLA03.2	Breakfast	1.78							1.78 0.00
Specific Business Purpose		Lunch	5.00							5.00 0.00
		Dinner								0.00
		Other								
		Lodging								0.00
		Parking								0.00
										0.00
									Subtotal	6.78 0.00

Client	Project No.		Sat.	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	
		Breakfast								0.00
Specific Business Purpose		Lunch								0.00
		Dinner								0.00
		Other								
		Lodging								0.00
		Parking								0.00
										0.00
Subtotal										0.00

Client	Project No.	Breakfast	Sat.	Sun.	Mon.
Specific Business Purpose		Lunch			
		Dinner			
		Other			
		Lodging			
		Parking			

2-19-05
LUNCH



Martin's

1st Street

Fri.	
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
total	0.00

total	6.78	0.00
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Explan

M

[illegible]

Store #19

Checker Name: Starbucks

MAGNIFICENT MUFFIN
2 @ \$0.89

Sale
1.78 FD

Number of Items : 2

SUBTOTAL	\$1.78
TOTAL	\$1.78
Cash	\$1.78

Miles

Thank you for Shopping
Martin's Super Market #19
Please come again!
Lane #18 Chkr #2
Time:07:50:47 AM

Tran #29796
Date: 02/19/05

Page 1

Reimbursable Expenses

f:\nichole\forms\expense

Client Name: *Clark Equipment Company*
Project Name: *McCoy Creek Industrial Park - Remedial Activities*

Employee: Charlene McGue

[illegible]

-2.36
cm

Client Name: *Clark Equipment Company*
Project Name: *McCoy Creek Industrial Park - Remedial Activities*

Employee: Charlene McGue

[illegible]

Page 1

HORIZON ENVIRONMENTAL CORPORATION

P.O. BOX 230223

Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790

INVOICE NUMBER: 20050434

29-Apr-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
PO 15385

INVOICE FOR PERIOD ENDING April 29, 2005

CLA-0302

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HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
 ATTN: DAVE SORDI
 MANAGER, ENVIRONMENTAL ENGINEERING
 70 NORTH STREET
 TORRINGTON, CT 06790

INVOICE NUMBER: 20050434
 29-Apr-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
 PO 15385

INVOICE FOR PERIOD ENDING April 29, 2005

Daycare Issue (Former FS Carbon Property/B2B Parcel)

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Charlene McGue	4.5	115.00	517.50
Mark Christensen	10.0	72.00	720.00

Subtotal \$ 1,237.50

Expenses

City of Buchanan (Payment of Prism Invoices)	14,122.50
Truck/Mileage	96.00

Subtotal \$ 14,218.50

Total \$ 15,456.00

[REDACTED]

[REDACTED]

[REDACTED]

Total [REDACTED]

Subtotal \$ [REDACTED]

[REDACTED]

Subtotal \$ [REDACTED]

Total \$ [REDACTED]

CLA-0312 (Interim Response Actions)

[REDACTED] Flat

Total \$ [REDACTED]

HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790

INVOICE NUMBER: 20050434
29-Apr-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
PO 15385

INVOICE FOR PERIOD ENDING April 29, 2005

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] Miron	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Subtotal			\$ [REDACTED]

Expenses	
Subtotal	\$ 5
Total	\$ 9

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Subtotal	\$ [REDACTED]
[REDACTED]			
		Subtotal	[REDACTED]
		Total	\$ [REDACTED]

EXHIBIT D
PROJECT TIME SHEET

Client Name: **Clark Equipment Company**
Project Name: **McCoy Creek Industrial Park**

Project Number: **CLA-0306,CLA-0312**

Employee: Mark Christensen

Services Performed:
Thru
30-Apr-05

[illegible]**TOTAL**

Employee Name

MARK CHASTAIN

Approved By

Week Ending

4-15-05

Employee No.

77

Client	Description	Use reverse side if necessary	Project Number	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Hours*
<i>CLARK</i>	<i>BANK STRAIGHTENING</i>		<i>CL0306</i>	<i>10</i>		<i>12</i>	<i>12.5</i>	<i>13</i>	<i>42</i>		<i>51.5</i>
Vehicle # <i>2</i>	Billable Company Vehicle Day Charge**			<i>240</i>		<i>120</i>	<i>20</i>	<i>120</i>			<i>500</i>
	Billable Company Vehicle Mileage										
Vehicle #	Billable Company Vehicle Day Charge**										
	Billable Company Vehicle Mileage										
Vehicle #	Billable Company Vehicle Day Charge**										
	Billable Company Vehicle Mileage										
Vehicle #	Billable Company Vehicle Day Charge**										
	Billable Company Vehicle Mileage										
Vehicle #	Billable Company Vehicle Day Charge**										
	Billable Company Vehicle Mileage										
Vehicle #	Billable Company Vehicle Day Charge**										
	Billable Company Vehicle Mileage										
Vehicle #	Billable Company Vehicle Day Charge**										
	Billable Company Vehicle Mileage										
Horizon - GR	GENERAL OVERHEAD								<i>2</i>		<i>2</i>
Horizon - GR	MARKETING OVERHEAD										
Horizon	SICK/PERSONAL										
Horizon	VACATION										
Horizon	HOLIDAY										
				<i>1/10</i>	<i>1</i>	<i>1/12</i>	<i>1/12.5</i>	<i>1/13</i>	<i>14</i>	<i>1</i>	<i>51.5</i>

*Do not record time less than 0.1 hrs.
 ** Record Billable Vehicle Day Charges as: 0, 0.5, or 1 day

EXHIBIT D
PROJECT TIME SHEET

Client Name: *Clark Equipment Company*

Project Name: *McCoy Creek Industrial Park - Remedial Activities*

Project Number *CLA-0302, CLA-0306, CLA 0311, CLA-0312,*

Employee: Charlene McGue

Services Performed:

Through
29-Apr-05

DATE	WORK DESCRIPTION	HOUR
4-Apr	[REDACTED] RA	[REDACTED]
5-Apr	C [REDACTED]	[REDACTED]
6-Apr	[REDACTED]	[REDACTED]
7-Apr	[REDACTED]	[REDACTED]
8-Apr	Calls to Prism on daycare inv./ coord oversight/MZA drawings	4.5
10-Apr	[REDACTED]	[REDACTED]
11-Apr	Call [REDACTED] gs	[REDACTED]
12-Apr	Rd [REDACTED] rk)	[REDACTED]
13-Apr	N [REDACTED]	[REDACTED]
14-Apr	cros [REDACTED] n	[REDACTED]
15-Apr	[REDACTED]	[REDACTED]
18-Apr	[REDACTED]	[REDACTED]
19-Apr	"	[REDACTED]
20-Apr	[REDACTED]	[REDACTED]
21-Apr	M [REDACTED]	[REDACTED]
22-Apr	[REDACTED] tal	[REDACTED]
25-Apr	R [REDACTED] port	[REDACTED]
26-Apr	progress re [REDACTED]	[REDACTED]
27-Apr	[REDACTED] en	[REDACTED]
28-Apr	[REDACTED]	[REDACTED]

TOTAL

HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
 ATTN: DAVE SORDI
 MANAGER, ENVIRONMENTAL ENGINEERING
 70 NORTH STREET
 TORRINGTON, CT 06790

INVOICE NUMBER: 2005536
 27-May-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
 PO 15385

INVOICE FOR PERIOD ENDING MAY 27, 2005

CLA-0302Recreational Risk AssessmentStaffHoursRateTotal

[REDACTED] es

[REDACTED]

[REDACTED]

RateTotal

Subtotal

\$

Total

\$

StaffHoursRateTotalDaycare Issue (Former FS Carbon Property/B2B Parcel)StaffHoursRateTotal

Charlene McGue

11.5

115.00

1,322.50

Subtotal

\$

1,322.50

0306 (O.R.M. Property - 23-1-B-2-P Area)

StaffHoursRateTotal

Subtotal

\$

Expenses

Subtotal

\$

Total

\$

HORIZON ENVIRONMENTAL CORPORATION

P.O. BOX 230223

Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790

INVOICE NUMBER: 2005536

27-May-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
PO 15385

INVOICE FOR PERIOD ENDING MAY 27, 2005

CLA-0312 (Interim Response Actions)

D - Flat

§ 87(2)(b)

\$

~~_____~~

Scalf

Hours

Rate

Te

B
 J
 C
 N



11

13

Expenses



1

4
\$ 461

\$

Client Name: *Clark Equipment Company*
Project Name: *McCoy Creek Industrial Park - Remedial Activities*

Services Performed:
Through
27-May-05

TOTAL

Invoice
Terms Net 30

HORIZON ENVIRONMENTAL CORPORATION

P.O. BOX 230223

Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790

INVOICE NUMBER: 20050967
30-Sep-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
PO 15385 / Req# 129772

INVOICE FOR PERIOD ENDING SEPTEMBER 30, 2005**Subtotal**

\$

Total

S

Total

\$

Subtotal

§

Subtotal

\$

Total

§

HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790INVOICE NUMBER: 20050967
30-Sep-05**RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS**
PO 15385 / Req# 129772**INVOICE FOR PERIOD ENDING SEPTEMBER 30, 2005****Daycare Issue (Former FS Carbon Property/B2B Parcel)**

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
William Farrell	7.0	104.00	728.00
Charlene McGue	55.5	115.00	6,382.50

Subtotal \$ 7,110.50

Expenses

Travel/Mileage Charges 115.92

Subtotal \$ 115.92

Total \$ 7,226.42

CLA-0306 (O&M Building 32 and D&B Area)





\$




Subtotal

\$

Total

\$

Invoice
Terms Net 30

HORIZON ENVIRONMENTAL CORPORATION

P.O. BOX 230223

Grand Rapids, MI 49523

CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790

INVOICE NUMBER: 20050967

30-Sep-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
PO 15385 / Req# 129772

INVOICE FOR PERIOD ENDING SEPTEMBER 30, 2005

Art

Total

59

CL

Subtotal

59

Expenses

Subtotal

5

Total

2

Subtotal

§

HORIZON ENVIRONMENTAL CORPORATION
P.O. BOX 230223
Grand Rapids, MI 49523











CAMc

INGERSOLL RAND COMPANY
ATTN: DAVE SORDI
MANAGER, ENVIRONMENTAL ENGINEERING
70 NORTH STREET
TORRINGTON, CT 06790

INVOICE NUMBER: 20050967
30-Sep-05

RE: MCCOY CREEK INDUSTRIAL PARK - RESPONSE ACTIONS
PO 15385 / Req# 129772

INVOICE FOR PERIOD ENDING SEPTEMBER 30, 2005

		Subtotal	\$ 
		Total	\$ 
			
		Subtotal	\$ 
		Subtotal	\$ 
		Total	\$ 
		PAY THIS AMOUNT	\$ 

Please make check payable to:
Horizon Environmental Corporation and send to: P.O. Box 230223, Grand Rapids, MI 49523

EXHIBIT D
PROJECT TIME SHEET

Client Name: ***Clark Equipment Company***
Project Name: ***McCoy Creek Industrial Park***

Project Number: **CLA-0306, CLA-0312, CLA-0302**

Employee: Bill Farrell

Services Performed:
Thru
30-Sep-05

DATE	WORK DESCRIPTION	HOUR
6-Jun	[REDACTED]	[REDACTED]
7-Jun	[REDACTED]	[REDACTED]
21-Jun	[REDACTED]	[REDACTED]
22-Jun	[REDACTED]	[REDACTED]
23-Jun	[REDACTED]	[REDACTED]
27-Jun	[REDACTED]	[REDACTED]
15-Jul	[REDACTED]	[REDACTED]
10-Aug	[REDACTED]	[REDACTED]
11-Aug	[REDACTED]	[REDACTED]
12-Aug	[REDACTED]	[REDACTED]
26-Aug	[REDACTED]	[REDACTED]
31-Aug	[REDACTED]	[REDACTED]
1-Sep	[REDACTED]	[REDACTED]
7-Sep	[REDACTED]	[REDACTED]
9-Sep	[REDACTED]	[REDACTED]
12-Sep	[REDACTED]	[REDACTED]
15-Sep	[REDACTED]	[REDACTED]
16-Sep	[REDACTED]	[REDACTED]
20-Sep	[REDACTED]	[REDACTED]
21-Sep	[REDACTED]	[REDACTED]
22-Sep	[REDACTED]	[REDACTED]
23-Sep	[REDACTED]	[REDACTED]
27-Sep	Evaluation of Arsenic in Dewey Street Soils	1.0
28-Sep	Evaluation of Arsenic in Dewey Street Soils	2.0
30-Sep	Evaluation of Arsenic in Dewey Street Soils	4.0

TOTAL

EXHIBIT D
PROJECT TIME SHEET

Client Name: **Clark Equipment Company**
Project Name: **McCoy Creek Industrial Park - Remedial Activities**

Project Number: **CLA-0302, CLA-0306, CLA 0311, CLA-0312,**

Employee: **Charlene McGue**

Services Performed:
Through
30-Sep-05

DATE	WORK DESCRIPTION	HOUR
31-May	[REDACTED]	[REDACTED]
31-May	[REDACTED]	[REDACTED]
1-Jun	[REDACTED]	[REDACTED]
1-Jun	[REDACTED]	[REDACTED]
2-Jun	meeting with City of Buchanan	7.5 *
3-Jun	[REDACTED]	[REDACTED]
6-Jun	Daycare evaluation	2 *
6-Jun	[REDACTED]	[REDACTED]
7-Jun	eval As results for daycare	1.5 *
8-Jun	writup As results	2.5 *
8-Jun	[REDACTED]	[REDACTED]
10-Jun	[REDACTED]	[REDACTED]
13-Jun	Day care eval writup/call w/ Mike Hughs/e-mail/conf call on daycare	3.5 * 2.0hr
13-Jun	[REDACTED]	[REDACTED]
14-Jun	[REDACTED]	[REDACTED]
15-Jun	[REDACTED]	[REDACTED]
21-Jun	[REDACTED]	[REDACTED]
22-Jun	[REDACTED]	[REDACTED]
23-Jun	[REDACTED]	[REDACTED]
24-Jun	[REDACTED]	[REDACTED]
27-Jun	[REDACTED]	[REDACTED]
28-Jun	[REDACTED]	[REDACTED]
29-Jun	[REDACTED]	[REDACTED]
1-Jul	[REDACTED]	[REDACTED]
4-Jul	[REDACTED]	[REDACTED]
5-Jul	[REDACTED]	[REDACTED]
12-Jul	[REDACTED]	[REDACTED]
13-Jul	[REDACTED]	[REDACTED]
14-Jul	[REDACTED]	[REDACTED]
15-Jul	[REDACTED]	[REDACTED]
18-Jul	[REDACTED]	[REDACTED]
19-Jul	[REDACTED]	[REDACTED]

EXHIBIT D
PROJECT TIME SHEET

Client Name: *Clark Equipment Company*
Project Name: *McCoy Creek Industrial Park - Remedial Activities*

Project Number: *CLA-0302, CLA-0306, CLA 0311, CLA-0312,*

Employee: *Charlene McGue*

Services Performed:
Through
30-Sep-05

DATE	WORK DESCRIPTION	HOURL
20-Jul	[REDACTED]	[REDACTED]
25-Jul	[REDACTED]	[REDACTED]
25-Jul	[REDACTED]	[REDACTED]
26-Jul	[REDACTED]	[REDACTED]
27-Jul	[REDACTED]	[REDACTED]
28-Jul	[REDACTED]	[REDACTED]
29-Jul	[REDACTED]	[REDACTED]
31-Jul	[REDACTED]	[REDACTED]
1-Aug	[REDACTED]	[REDACTED]
2-Aug	[REDACTED]	[REDACTED]
3-Aug	[REDACTED]	[REDACTED]
4-Aug	[REDACTED]	[REDACTED]
5-Aug	[REDACTED]	[REDACTED]
5-Aug	[REDACTED]	[REDACTED]
8-Aug	[REDACTED]	[REDACTED]
9-Aug	[REDACTED]	[REDACTED]
10-Aug	[REDACTED]	[REDACTED]
11-Aug	[REDACTED]	[REDACTED]
12-Aug	[REDACTED]	[REDACTED]
22-Aug	[REDACTED]	[REDACTED]
24-Aug	[REDACTED]	[REDACTED]
25-Aug	[REDACTED]	[REDACTED]
26-Aug	[REDACTED]	[REDACTED]
29-Aug	[REDACTED]	[REDACTED]
30-Aug	[REDACTED]	[REDACTED]
1-Sep	[REDACTED]	[REDACTED]
2-Sep	[REDACTED]	[REDACTED]
6-Sep	[REDACTED]	[REDACTED]
6-Sep	[REDACTED]	[REDACTED]
7-Sep	[REDACTED]	[REDACTED]
8-Sep	[REDACTED]	[REDACTED]
9-Sep	[REDACTED]	[REDACTED]

EXHIBIT D
PROJECT TIME SHEET

Client Name: *Clark Equipment Company*
Project Name: *McCoy Creek Industrial Park - Remedial Activities*

Project Number: *CLA-0302, CLA-0306, CLA 0311, CLA-0312,*

Employee: *Charlene McGue*

Services Performed:
Through
30-Sep-05

DATE	WORK DESCRIPTION	HOUR
9-Sep	[REDACTED]	[REDACTED]
12-Sep	[REDACTED]	[REDACTED]
13-Sep	[REDACTED]	[REDACTED]
13-Sep	[REDACTED]	[REDACTED]
14-Sep	[REDACTED]	[REDACTED]
15-Sep	Meet w/ MDEQ on Daycare and overlook issues	9
16-Sep	Prepare SEP outline and send to MDEQ	4
20-Sep	[REDACTED]	[REDACTED]
21-Sep	[REDACTED]	[REDACTED]
22-Sep	[REDACTED]	[REDACTED]
23-Sep	[REDACTED]	[REDACTED]
26-Sep	[REDACTED]	[REDACTED]
27-Sep	[REDACTED]	[REDACTED]
28-Sep	[REDACTED]	[REDACTED]
29-Sep	[REDACTED]	[REDACTED]
30-Sep	[REDACTED]	[REDACTED]

* 4.5
*

TOTAL

Weekly Expense Report

Employee Name Charlene McGue

18217

Employee # 7Week Ending 9/9/2005Approved By [Signature]Total of all Pages 110.40

Client	Project No.		Sat.	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	
		Breakfast								0.00
Specific Business Purpose		Lunch								0.00
		Dinner								0.00
		Other								
		Lodging								0.00
		Parking								0.00
										0.00
		Subtotal								0.00

Client	Project No.		Sat.	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	
		Breakfast								0.00
Specific Business Purpose		Lunch								0.00
		Dinner								0.00
		Other								
		Lodging								0.00
		Parking								0.00
										0.00
		Subtotal								0.00

Client	Project No.		Sat.	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	
		Breakfast								0.00
Specific Business Purpose		Lunch								0.00
		Dinner								0.00
		Other								
		Lodging								0.00
		Parking								0.00
										0.00
		Subtotal								0.00

Total 0.00

Explanation of Mileage

Mileage Rate Applicable 0.48

Client	Project No.	Day	Business Purpose	From	To/From	To	Miles
I-R	CLA 0302	Th	Meeting - City	GR	Buchanan	GR	230
Miles							230
							0.48
Mileage Total							110.40

Subtotal This Side 110.40

Reimbursable Expenses

LAW OFFICES
DYKEMA GOSSETT PLLC
400 RENAISSANCE CENTER
DETROIT, MI 48243
EIN# 38-1446628

DUE UPON RECEIPT

INGERSOLL-RAND COMPANY - ENVIRONMENTAL
AARON KLEINBAUM
ENV-00009
200 CHESTNUT RIDGE ROAD
P.O. BOX 8738
WOODCLIFF LAKE, NJ 07675-8738

AUGUST 31, 2005

BILL #: 1053372

RE: BUCHANAN SITE ENV-00009

SERVICES:

DATE	ATTY	DESCRIPTION	HOURS
------	------	-------------	-------

06/02/05 WRS MEETING IN BUCHANAN, MICHIGAN WITH CITY
OFFICIALS AND MS. MCGUE TO DISCUSS DEED
RESTRICTIONS, DAY CARE PROPERTY, AND
OTHER SITE ISSUES. 8.00

LAW OFFICES
DYKEMA GOSSETT PLLC

INGERSOLL-RAND COMPANY - ENVIRONMENTAL
AUGUST 31, 2005

CLIENT NO.: 82602

BILL NO.: 1053372
PAGE NO. 10

BILLING SUMMARY

INITIAL ATTORNEY NAME	HOURS	RATE	FEES
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
WRS WILLIAM R. SCHIKORA	[REDACTED]	216.00	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

LAW OFFICES
DYKEMA GOSSETT PLLC
400 RENAISSANCE CENTER
DETROIT, MI 48243
EIN# 38-1446628

DUE UPON RECEIPT

INGERSOLL-RAND COMPANY - ENVIRONMENTAL
AARON KLEINBAUM
ENV-00009
200 CHESTNUT RIDGE ROAD
P.O. BOX 8738
WOODCLIFF LAKE, NJ 07675-8738

OCTOBER 19, 2005

BILL #: 1063349

RE: BUCHANAN SITE ENV-00009

SERVICES:

DATE	ATTY	DESCRIPTION	HOURS
...			

09/08/05 DLTR

MEETINGS IN BUCHANAN WITH MR.
KLEINBAUM, MS. MCGUE, MR. ENRIGHT, MR.
BARKER, ET AL. RE RESOLUTION OF ISSUES
WITH THE CITY AND MR. BARKER.

8.00

LAW OFFICES
DYKEMA GOSSETT PLLC

INGERSOLL-RAND COMPANY - ENVIRONMENTAL
OCTOBER 19, 2005

CLIENT NO.: 82602

BILL NO.: 1063349

PAGE NO. 4

BILLING SUMMARY

INITIAL ATTORNEY NAME	HOURS	RATE	FEES
DATE DAVID L. TRIPP		\$328.50	

Southwest Berrien County Landfill
1540 Mayflower Road
Niles, MI 49120
(269) 695-2500

Hours of Operation
M-F 7:00 am - 6:00 pm
Sat 8:00 am - 12:00 pm
Sun Closed

Truck #: BRUSKY04-2
Bill Acct: HOR0002
Horizon Environmental Corp.

Ticket# 255254

Haul Acct: HOR0002
Horizon Environmental Corp.
Manifest/PO#:

In | Out
Date 05/03/05 05/03/05
Time 15:23 15:23
ID A/G 1 A/G

Transaction: 10 - Commercial Inbound
Payment: 1 - Charge
Vehicle: 160 - Tractor Trailer
Origin: 10 - Five Units
Reference:
Material(s): 310 - Soil - Contaminated TN

	Lbs	Tons
Gross	181460	90.73
Tare	48940	24.47 (K)
Net	132520	66.26
Vol	36.00 Cubic Yards	
@	\$15.00/TN	= \$93.90

Tip Fee: 993.90
Special Fee: 0.00 @

Amount Tendered: 0.00
Change Returned: 0.00

Total Fee: \$993.90

Scale Operator: A.M./B.T.

Driver:

***** REPRINTED TICKET *****

Waste Manifest

Driver's Form

Generator Information

Broker: Horizon Environmental

Generator Name: Ingersoll-Rand Co.

Generator Address: East 3rd St.
Buchanan MI 49107

Technical Contact: Charlene McGue

Emergency Response Phone Number:
616-554-3210

Waste Certification Information

Name of Waste: Contaminated Soils

WCS # 1581

Expiration Date: 12/21/05

Description of Waste: Soils and debris excavated from
along Third St. and McCoy Creek

Volume:

I hereby certify that the above information is true and accurate to the best of my knowledge.

Mike Potter

Name (Print or Type)



Signature

6-3-5

Date (MM/DD/YY)

Transporter Information

Company Name: S.E.B.C. Landfill

Mailing Address:

Hauler Phone:

Brusky Construction

Name (Print or Type)



Driver's Signature

6-3-05

Date (MM/DD/YY)

Disposal Site Information

Site Name: SE Berrien County Landfill

Ticket #

255254

JUN 3 2005



Authorized Signature

Date (MM/DD/YY)