

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

File No. DOC-ERD-003

Mechanical Products, Inc.  
Jackson, Michigan

**Proceeding under the authority vested in the Attorney General by the State of Michigan**

**MODIFICATION  
OF THE  
ADMINISTRATIVE ORDER BY CONSENT AND AGREEMENT**

This Modification of the Administrative Order by Consent and Agreement (Modification) is executed by and between the Michigan Department of Attorney General (MDAG) and the Michigan Department of Environmental Quality (MDEQ), collectively referred to as "the State," Mechanical Products, Inc. (Mechanical Products), and MP Jackson, LLC (MP Jackson). This Modification shall be effective upon the signature of the Chief, Remediation and Redevelopment Division, MDEQ. This Modification shall be executed in three (3) duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. By execution of this Modification, the State, Mechanical Products, and MP Jackson stipulate and agree to be bound by all the terms and conditions herein.

Unless otherwise defined herein, all terms used in this Modification shall have the same meaning as defined in the Administrative Order by Consent and Agreement, File No. DOC-ERD-003, effective May 10, 1991.

**RECITALS**

The State, Mechanical Products, and MP Jackson acknowledge the accuracy of the following facts and circumstances surrounding the making of this Modification:

1. On May 10, 1991, the MDAG, the Michigan Department of Natural Resources (MDNR), and Mechanical Products entered into the Administrative Order by Consent and Agreement, File No. DOC-ERD-003 (Agreement).
2. The objectives of the State and Mechanical Products in entering the Agreement were to:  
(a) complete the performance of a remedial investigation to determine the nature and extent of contamination and any threat to public health, safety, or welfare, or the environment caused by the release or threatened release by Mechanical Products of hazardous substances, pollutants, or contaminants from the Mechanical Products site (Site) or the direct or indirect discharge by Mechanical Products of any substance which is or may become injurious from the Site into the waters of the state of Michigan; (b) conduct a feasibility study to determine and evaluate alternatives for remedial action to prevent, mitigate, abate, or otherwise respond to or remedy any release or threatened release by Mechanical Products of hazardous substances, pollutants, or contaminants, or any discharge of injurious substances from the Site; (c) develop detailed plans for implementing the selected remedial action; and (d) prevent further contamination by

Mechanical Products of the groundwater, prevent further discharge of contaminated groundwater and runoff from Mechanical Products from entering the Grand River, and to remediate all releases or threatened releases by Mechanical Products of hazardous substances, pollutants, or contaminants, or any discharge by Mechanical Products of injurious substances through the implementation of the selected remedial action.

3. Pursuant to the terms of the Agreement, Mechanical Products has performed response activities, including remedial investigations, completion of the risk assessment, and submittal of a "Conceptual Remedial Action Plan" and subsequent "Remedial Action Plan (Working Document)." The MDEQ did not approve either of the aforementioned documents.

4. On August 10, 1998, following a management buy-out of Mechanical Products, a Contribution and Assumption Agreement was made between Mechanical Products, Inc., and MP Jackson, LLC, whereas MP Jackson, LLC, accepted the contribution of all rights, title, and interest in and to the assets of, and assumed all of the duties, obligations, and liabilities of, Mechanical Products, Inc., of any kind whatsoever. Therefore, MP Jackson, LLC, is the legal successor to Mechanical Products, Inc. However, Mechanical Products, Inc., retains an active registration in the State of Delaware, but intends not to renew the registration and intends to terminate the entity.

5. MP Jackson, LLC, a Delaware limited liability company, is authorized to do business in Michigan under the assumed name, Mechanical Products Company.

6. MP Jackson, LLC, no longer owns the property at 1824 River Street, Jackson, Michigan; however, they continue to operate there as a lessee.

7. On March 30, 1995, the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.*, became effective. The NREPA recodified many of the State of Michigan's environmental laws into a new environmental code, including the former Michigan Environmental Response Act, 1982 PA 307, as amended, into Part 201, Environmental Remediation, of the NREPA.

8. Executive Reorganization Order No. 1995-16, MCL 324.99903, created the MDEQ and transferred certain duties and functions from the MDNR to the MDEQ, including, but not limited to, the authority, powers, duties, functions, and responsibilities set forth in the NREPA, being Section 324.20101 *et seq.*, of the Michigan Compiled Laws.

9. In order to assure the continued coordination and implementation of response activities at the Site in accordance with an achievable schedule, the State and Mechanical Products agree to modify the Agreement as provided in this Modification.

#### TERMS OF AGREEMENT

Accordingly, in consideration of the recitals set forth above, the State, Mechanical Products, and MP Jackson hereby agree that:

10. All statutory citations set forth in the Agreement shall conform to their corresponding citations set forth in Part 201, MCL 324.20101 *et seq.*, and the Part 201 Administrative Rules (Part 201 Rules) as amended.

11. MP Jackson, as the legal successor to Mechanical Products, assumes all liabilities and obligations of Mechanical Products under the Agreement and this Modification.

12. Any and all reference to Mechanical Products in the Agreement and hereafter in this Modification shall refer to the successor company, MP Jackson.

13. Mechanical Products' obligations under Section VI (Implementation) of the Agreement shall be modified as provided herein:

- a. The requirement to perform a feasibility study is rescinded.
- b. Mechanical Products shall deliver to the MDEQ for approval the following submissions, or commence or complete the following actions, as appropriate, in accordance with the following schedule:

#### SCHEDULE

SUBMITTAL/MILESTONE	DUE DATE
Prevent migration of groundwater above the groundwater surface water interface criteria downgradient of Interception Trench 2.	Until concentrations no longer exceed the groundwater surface water interface criteria, or the MDEQ determines that such interim response is no longer necessary.
Perform groundwater monitoring as set forth in the approved soil oxidation interim response work plan to determine the effectiveness of the interim response activity.	Complete groundwater monitoring by November 30, 2006.
Propose additional interim response, and submit interim response work plan, if deemed appropriate by Mechanical Products and/or the MDEQ.	Not later than December 31, 2006.
Submit a final interim response activity summary report, including an evaluation of the remedial investigation and a work plan and implementation schedule for additional remedial investigation, if necessary.	By February 28, 2007, if no additional interim response is proposed; June 30, 2007, if additional interim response is undertaken.
Submit a remedial investigation report, if determined to be necessary by the MDEQ.	Within 60 days of completion of the approved remedial investigation work plan.
Submit closure report or remedial action plan (RAP).	Within 90 days after the MDEQ's approval of the final interim response activity summary or remedial investigation report, in no case later than December 30, 2007.
Implement RAP (if needed).	Within 90 days of MDEQ approval of RAP, in no case later than September 1, 2008.

14. Any additional interim response activities proposed pursuant to Rule 299.5526 of the Part 201 Rules must be submitted to and approved by the MDEQ prior to implementation. All work plans approved by the MDEQ shall be deemed incorporated into the Agreement and made an enforceable part of the Agreement.

15. In addition to the covenants set forth in Section XXVI (Covenant not to Sue) of the Agreement, the State hereby covenants not to sue or take any civil, judicial, or administrative action against Mechanical Products for:

- a. Response activities performed pursuant to MDEQ-approved work plans under the Modification to the Agreement.
- b. Any past claims the MDEQ may have brought prior to the effective date of the Modification regarding failure to timely or adequately perform response activities stipulated under the Agreement.

16. Except as specifically modified pursuant to this Modification, all terms, agreements, and conditions of the Agreement shall continue in full force and effect.


The State, Mechanical Products, Inc., and MP Jackson, LLC, agree to the recitals and terms of agreement set forth in this Modification.

In the Matter of:

File No. DOC-ERD-003

Mechanical Products, Inc.  
Jackson, Michigan

IT IS SO STIPULATED:



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



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Date



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Suzanne D. Sonneborn (P55511)  
Assistant Attorney General  
Environment, Natural Resources,  
and Agriculture Division  
Michigan Department of Attorney General



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Date

In the Matter of:

File No. DOC-ERD-003

Mechanical Products, Inc.  
Jackson, Michigan

IT IS SO STIPULATED:



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Richard M. Regole, President  
Mechanical Products, Inc., and  
MP Jackson, LLC

4/16/06

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Date