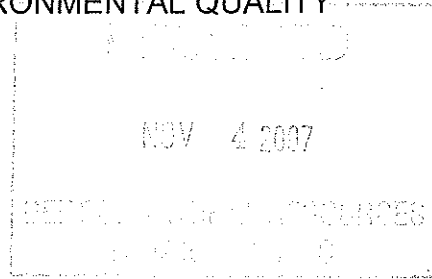


MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY



In the Matter of:

Jarema's Grocery  
1177 North State Street  
St. Ignace, Mackinac County, Michigan

MDEQ Reference No. AOC-RRD-07-006

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ADMINISTRATIVE ORDER BY CONSENT  
FOR PAYMENT OF PAST COSTS  
AND THE PERFORMANCE OF RESPONSE ACTIVITY

A. This Administrative Order by Consent for Payment of Past Costs and the Performance of Response Activity (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 Lieghio St. Ignace Family Limited Partnership (LFP), 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). All terms used in this Order, which are defined in Part 201 or the Part 201 Administrative Rules, 1990 AACS R 299.5101 *et seq.*, as amended by changes at 2002 Michigan Register 24 that became effective on December 21, 2002, (Part 201 Rules), shall have the same meaning in this Order as in Part 201 and the Part 201 Rules.

B. This Order sets forth the terms of the settlement between the State and the LFP for the State past response activity costs that were incurred by the State in responding to the release or threat of release of hazardous substances at the former

Jarema's Grocery, located at 1177 North State Street (Lots 6, 7, & 8, Block 2, Assessor's Re-Plat of Whicher's Plat), City of St. Ignace, Mackinac County, Michigan (the Property). The Property and any associated area, place, or property where concentrations of hazardous substances exceed the cleanup criteria of Section 20120a(1)(a) or (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 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. Settlement of this claim is in the public interest and will minimize litigation.

D. The execution of this Order by the LFP 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.

E. This Order shall apply to and be binding upon the LFP and its successors and assigns. No change or changes in the ownership or corporate status of the LFP shall alter in any way the LFP 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 THE LFP HEREBY AGREES TO THE FOLLOWING:

1. To resolve all claims for past response activity costs incurred by the State for the Facility, the LFP shall pay to the State Forty Thousand Dollars (\$40,000) in the

manner provided in Subparagraph 1a herein. For the purposes of this Order, the term "past response activity costs" means costs that the State has incurred for response activities at the Facility and paid prior to and during the time periods set forth in the attached Final Summary Report, Attachment A.

- a. Within ten (10) days of the Effective Date of this Order, the LFP shall make a lump sum payment to the State in the amount of Forty Thousand Dollars (\$40,000).
- b. Within ten (10) days of receipt of the \$40,000 lump sum payment described in Subparagraph 1a, the MDEQ will send a Lien Release to the Mackinac County Register of Deeds (RoD) for recording. The MDEQ will provide the LFP with a copy of the recorded Lien Release within two weeks after the recorded Lien Release is received by the MDEQ from the RoD.
- c. Payments are 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, MI 48909-8157

Via Courier:

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

To ensure proper credit, payments made pursuant to this Order must be made by certified check referencing Jarema's Grocery, St. Ignace, the MDEQ Reference No. AOC-RRD-07-006, and the Remediation and

Redevelopment Division Account Number RRD2223. A copy of the transmittal letter and the certified check shall be provided simultaneously to:

Jacqueline Barnett  
Compliance and Enforcement Section  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
PO Box 30426  
Lansing, MI 48909

and to:

S. Peter Manning, Chief  
Environment, Natural Resources, and Agriculture Division  
Michigan Department of Attorney General  
G. Mennen Williams Building, 6<sup>th</sup> Floor  
525 West Ottawa Street  
Lansing, MI 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, MCL324.20108(3).

2. The State covenant not to sue shall take effect upon the MDEQ receipt of full payment from the LFP for the amounts specified in Subparagraph 1a and the completion (to the satisfaction of the MDEQ) of all of the following subset of work elements (herein after collectively referred to as the "Work Elements") described in the LFP's July 20, 2007 Interim Response Action Work Plan (Attachment B):

- "Task #1: Remove the Existing Building"
- "Task #2: Place a Restrictive Covenant over the Impacted Area"
- "Task #3: Continued Removal of Free Product"
- "Task #5: Remedial Excavation – Former Dispenser Area"
- "Task #6: Free Product Recovery Trench"
- "Task #7: Asphalt Cap"

LFP shall notify the MDEQ in writing upon completion of the Work Elements.

Subsequently, once the MDEQ verifies that the Work Elements are satisfactorily

completed, the MDEQ will notify the LFP by letter. 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 the LFP may have to the State for the Facility. The covenant not to sue shall extend only to the LFP, and to individuals Anna Lieghio and Alphonso Lieghio, and does not extend to any other person. All correspondence pertaining to the work elements to be performed shall be directed to:

Scott Schaefer, Project Coordinator  
Upper Peninsula District/Newberry Field Office  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
5100 M-123  
Newberry, MI 49868  
Telephone: 906-293-5131  
Fax: 906-293-8728

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

4. The LFP agrees that all applicable statutes of limitation are tolled until the LFP has complied with the terms of this Order.

5. The LFP hereby assumes ownership and responsibility for the existing monitoring wells (MW) and recovery wells (RW) installed by the MDEQ, specifically MW-5, MW-6, MW-7, MW-9, MW-10, MW-11, MW-12, MW-13, MW-14, MW-15, MW-16, MW-17, RW-1, and RW-2, as depicted on Figure 1 of Attachment B. Once these monitoring wells have outlived their usefulness, the LFP shall properly abandon these wells in compliance with all legally applicable requirements.

6. 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.

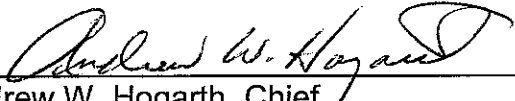
7. Nothing in this Order shall limit the power and authority of the MDEQ or the State of Michigan, pursuant to Section 20132(8) of the NREPA, MCL324.20132(8), to direct or order all appropriate action to protect the public health, safety, or welfare, or the environment; or to prevent, abate, or minimize a release or threatened release of hazardous substances, pollutants, or contaminants on, at, or from the Facility.

8. Pursuant to Section 20129(5) of the NREPA, MCL324.20129(5), and to the extent provided in Paragraph 2, the LFP 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, MCL324.20126; or Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act, 1980 PL 96-510, as amended, 42 USC Sections 9607 and 9613, to the extent allowable by law. Pursuant to Section 20129(9) of the NREPA, MCL324.20129(9), any action by the LFP 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.

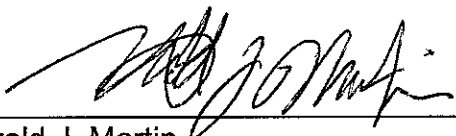
9. This Order may be modified upon written mutual agreement by the State and the LFP.

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

11/19/07  
Date

  
\_\_\_\_\_  
Harold J. Martin (P39234)  
Assistant Attorney General  
Environment, Natural Resources, and Agriculture Division  
Michigan Department of Attorney General

11/8/07  
Date

MDEQ Reference No. AOC-RRD-07-006

IT IS SO AGREED BY:

The Lieghio St. Ignace Family Limited Partnership  
701 South Huron  
Mackinaw City, MI 49701

Alphonso Lieghio  
Signature  
Alphonso Lieghio, General Partner

11-2-07  
Date



# ATTACHMENT A

## JAREMA'S GROCERY AOC-RRD-07-006

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
REMEDATION AND REDEVELOPMENT DIVISION

Date: 10/18/2007  
Source: ERNIE  
Page: 1 of 1

Cost Recovery Summary Report - Combined

Site Name: Jaremas Grocery (Part 213)

County: Mackinac

Site ID: 49000030

Packages: 441040-00

Jarema's Grocery, Facility No. 00035302: Original, Update 1

Total for Employee Salaries and Wages		
Period Covered: 11/14/1998 - 09/08/2007	\$68,295.83	
Indirect Dollars	\$11,084.51	
Sub-Total		\$79,380.34
Total for Employee Travel Expenses		
Period Covered: 03/18/2000 - 07/14/2007		\$1,425.31
Contractual Expenses		
Bureau Veritas (Frmr. Clayton) (CLAYTON )		
Period Covered: 06/30/2000 - 11/06/2002	\$109,234.13	
Bureau Veritas (Frmr. Clayton) (Y00049E )		
Period Covered: 01/10/2003 - 04/23/2003	\$6,814.63	
Bureau Veritas (Frmr. Clayton) (Y00221E )		
Period Covered: 01/10/2003 - 04/21/2003	\$9,236.30	
Bureau Veritas (Frmr. Clayton) (Y02224-V )		
Period Covered: 06/02/2003 - 12/02/2005	\$5,003.33	
Bureau Veritas (Frmr. Clayton) (Y02329-V )		
Period Covered: 06/02/2003 - 12/02/2005	\$4,232.40	
Contract Sub-Total		\$134,520.79
Total for Miscellaneous Expenses		
Period Covered: 06/15/2000 - 02/03/2005		\$2,202.76
MDNR/MDEQ Lab		
Period Covered:		\$0.00
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		\$0.00
Attorney General Expenses		
Period Covered:		\$0.00
Other Expenses		
Period Covered:		\$0.00
Sub-Total		\$217,529.20
Interest Calculated from through		
		\$0.00
Total Combined Expenses for Site and Interest		
		\$217,529.20
Run Date 10/18/2007		

# ATTACHMENT B

## JAREMA'S GROCERY AOC-RRD-07-006

### INTERIM RESPONSE ACTION WORK PLAN FORMER JAREMA'S GROCERY (ID #35302) ST. IGNACE, MICHIGAN

July 20, 2007

#### 1.0 Introduction

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The following Interim Response Action (IRA) work plan was prepared by Mackinac Environmental Technology, Inc. (MET) to provide the Lieghio Family Partnership and Michigan Department of Environmental Quality (MDEQ) with a work plan to address existing Part 213 leaking underground storage tank (LUST) environmental concerns associated with the former Jarema's Grocery Store (the Site). The Site is located at 1177 North State Street, St. Ignace, Michigan.

Existing data and interpretations identify three residential exposure pathways (direct contact, indoor air and drinking water) and one environmental pathway (surface water) as being at risk from the existing contamination. The following IRA work plan was developed to eliminate and/or reduce unacceptable exposure pathways.

#### 2.0 Specific Cleanup Actions That are Proposed Under Financing From the Lieghio Family Trust

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##### Task #1: Remove the Existing Building

Contaminated soil, groundwater and free product present an existing indoor air exposure pathway to the Site building. Removal of the existing building will be conducted to eliminate the indoor air exposure pathway. The work will include:

1. Properly demolish or move the building off the Site.
2. Remove the foundation (concrete walls and floor). Any concrete in contact with contaminated material will be transported to a Type 2 landfill for disposal.
3. The existing sump well will be retrofitted (PVC stand pipe to grade) and maintained as an additional recovery well (RW-3).
4. The 45' x 45' x 9' (approximate size) excavation will be backfilled as follows:

- Nine feet to seven feet below ground surface (bgs): Native clay will be placed in the excavation base to provide a low permeable sediment throughout the entire exposed saturated zone. This may include the clean overburden excavated from the Recovery Trench.
- Seven feet to eight inches bgs: "Pit run" sand and gravel aggregate.
- Eight inches to two inches bgs: 22a gravel.
- Surface: Two inch thick asphalt cap

Figure 1: Site Plan (Attachment #1) depicts the location of the building and the contaminated area.

### **Task #2: Place a Restrictive Covenant over the Impacted Area**

A restrictive covenant will be placed on the Site to eliminate/control applicable exposure pathways. Figure 2, Restricted Areas (Attachment #1) depicts the areas of the Site subject to the restrictions. A legal survey, identifying the subject areas, will be provided for the final Restrictive Covenant. A draft copy of the Restrictive Covenant is included in Attachment #2.

#### **1. Drinking Water Pathway (Groundwater):**

- This restriction will cover Parcel # 700-047-00, Parcel # 04650 and Parcel # 700-046-00. This area is depicted on Figure 2: Restricted Areas and Figure 2a: City of St. Ignace Parcel Map (Attachment #1).
- Groundwater Contact, Soil Volatilization to Indoor Air Inhalation, Volatile Soil Inhalation to Ambient Air, Particulate Soil Inhalation Criteria and Direct Contact. These restrictions will be limited to the area depicted on Figure 1, Site Plan (Attachment #1) as Restricted Area "A".

### **Task #3: Continued Removal of Free Product**

Free product recovery will continue, as needed, through the existing wells, the foundation sump recovery well (RW-3) and additional recovery wells (RW-1r, RW-4, RW-5 and RW-6) slated for installation under Task 5 and Task 6. Figure 1: Site Plan (Attachment #1) depicts the location of the subject wells.

- "Free product" is defined as a measurable product thickness of 1/8 inch or more (using an electronic interface probe) in at least one well.

Passive recovery will be conducted using hand bailers and sorbent socks. Sorbent socks will provide continuous recovery from wells between visits. Site visits will be conducted as necessary based on the accumulation of free product in the wells (one time per month +/-). The actual frequency will

depend on the seasonal fluctuation of the water bearing zone and the subsequent presence and absence of free product. The following work will be conducted during each Site visit:

- Monitor free product/groundwater levels in MW-3, MW-5, RW-1r\*, RW-2, RW-4\*, RW-5\* and RW-6\* with an interface probe (\* denotes wells slated for installation under Task 5 and Task 6).
- Replace sorbent socks (as needed).
- Hand bail Free Product from well(s) exhibiting free product. Recovered free product would be placed in 55-gallon drum for disposal at an off-site facility.

The "absence" of free product and termination date of the free product recovery will be based on 12 consecutive months of monitoring that documents no free product. A monitoring form will be completed for each visit (see Attachment #3). The form will be e-mailed to the MDEQ Newberry Field Office within 24 hours of completing each visit.

#### **Task #4: Performance Monitoring and Reporting**

The following work will be conducted for a three year time period (or less) to document performance and monitor the fate of the free product and contaminated groundwater. Results will be utilized to determine if the groundwater plume is stable, shrinking or expanding. Detections in the down gradient area will be utilized as a reason to commence additional remedial actions to protect surface water. Sampling events will be conducted one-time per year during different seasons (summer 2007, fall 2008 and spring 2007). Figure 1: Site Plan (Attachment #1) depicts the location of the subject wells. Each event will include the following:

- Monitoring of all wells with an electronic interface probe.
- Stabilization and sampling of down gradient wells MW#10 and MW#14, up gradient well MW#17 and contaminated wells MW#13 and MW#6. Groundwater samples will be analyzed for unleaded gasoline volatiles by EPA Method 8260 ULG.
- Preparation of an annual Sampling/Monitoring Report and an annual Free Product Recovery Report. The report will be submitted within 30 days of the sampling event.

### **3.0 Cleanup Actions to be Conducted with Financing From the "Temporary Reimbursement Program"**

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#### **Task #5: Remedial Excavation - Former Dispenser Area**

A remedial excavation in the former dispensing area (target area includes MW-11 and RW-1) will be completed to remove contaminated soil that exceed direct contact and/or Csat RBSLs. The excavation will extend onto the MDOT right-of-way, terminating at the curb (based on authorization from MDOT to excavate in the ROW). This area is considered to be a potential on-going source for the free product and contaminated groundwater.

The horizontal boundaries of the excavation will be based on field screening with the intent of removing and properly disposing contaminated soil.

- An H-Nu photionization detector (PID) and physical observation (i.e. soil odor and discoloration) will be utilized for the screening process.
- Baseline readings will be collected from the MW-11 area (considered the worst case area). These baseline readings will be utilized to identify the soil that requires removal.
- The excavation will proceed horizontally until PID readings and physical observations depict significantly less contamination.
- The excavation will extend one foot beyond the aforementioned boundary to ensure adequate removal.

The estimated dimension of the excavation is approximately 10' (east to west) and 20' (north to south), extending vertically through the saturated zone to a termination depth of approximately 15 feet bgs. The approximate dimensions are depicted on Figure 1, Site Plan (Attachment #1). The excavation will most likely intercept the foundation removal excavation.

- The excavated soil (approximately 165 tons) will be transported to a Type 2 Sanitary landfill for disposal.
- Side wall soil verification samples (assume four) will be collected and submitted to a contract laboratory for analysis by EPA Method 8260 – ULG and TPH (Csat).
- Groundwater that seeps into the excavation will be physically observed for free product. If warranted, sorbent pads will be utilized to collect any free product that migrates into the excavation.

- A recovery well (RW-1r) will be installed inside the vacated excavation to replace Recovery Well RW-1 and MW-11 (placed between the former wells). The well will include a ten-foot section of four-inch diameter, 0.007 slot PVC well screen with PVC riser. Well screen will be set from 15' to 5' bgs. The well will be finished at grade with an OPW type well box.
- The excavation will be backfilled as follows:
  - Fifteen feet to seven feet bgs: Course washed sand will be placed in the excavation to allow the flow of liquids to RW-1r.
  - Seven feet to eight inches bgs: "Pit run" sand and gravel aggregate.
  - Eight inches to two inches bgs: 22a gravel.
  - Two inches to grade: Asphalt cap

#### **Task #6: Free Product Recovery Trench**

As observed in MET's test pits, free product has been observed in secondary permeability zones along the side walls of the test pits. A trench will be conducted to aid in recovery of fugitive free product and provide a horizontal barrier to down gradient free product migration. Uncontaminated overburden (upper seven feet +/-) will be set aside for use as clean fill. Contaminated soil (based on physical observation and elevated PID results) will be transported and disposed at a Type 2 landfill. The location of the proposed trench is depicted on Figure 1, Site Plan (Attachment #1). As illustrated on the Site Plan, the trench will run adjacent to the wells that have historically exhibited free product (MW-3, MW-5 and RW-2).

- Total Length: 145 feet
- Termination Depth: 15 feet
- Width: Three feet (width of the back hoe bucket)
- Estimated volume of removed soil: The total volume of removed soil is estimated at 365 tons.
  - The upper seven feet of soil is not considered contaminated. This soil will be stockpiled for use as fill material.
  - The bottom eight feet of soil is considered contaminated. This area represents approximately 200 tons of contaminated soil. The contaminated soil will be transported and disposed at a Type 2 landfill.
- Liner: Geo textile to prevent fines from migrating into the trench
- Tile: Four-inch diameter, PVC, 0.010 slot well screen. The tile will be hard piped into the trench recovery wells. The elevation of the tile will be determined in the field, with the intent of providing an avenue at the optimum elevation to mobilize free product into the three recovery wells.
- Recovery Wells (RW-4, RW-5 and RW-6): Four-inch diameter, 0.010 slot PVC well screen set

from 15 to 5 feet bgs. Finished at grade in an OPW type water box.

➤ **Back Fill Material:**

- Fifteen feet to seven feet bgs: Course washed sand will be placed in the excavation to allow the flow of liquids to the recovery wells.
- Seven feet to eight inches bgs: "Pit run" sand and gravel aggregate.
- Eight inches to two inches bgs: 22a gravel.
- Two inches to grade: Asphalt cap

Cross-sectional details, depicting the trench and a recovery wells, are included in Attachment #4.

### **Task 7: Asphalt Cap**

As stated in the above task descriptions, all disturbed areas (i.e. the Task 1 building foundation, the Task 5 remedial excavation in the dispenser area and the Task 6 free product recovery trenches) will be finished at grade with a two-inch thick asphalt cap. Figure 2, Restricted Areas (Attachment #1) depicts the location of the asphalt cap.

The asphalt cap will be maintain and repaired as necessary, and adhere to the following schedule and practices:

- Any areas that develop cracks that allow visual observation of underlying soil and water infiltration will be repaired/replaced as soon as practical. All work will be completed in accordance with standard engineering protocol.
- Annual inspections of the asphalt cap will be conducted and recorded in a log book. The log book will be available for review by the MDEQ upon request.

### **Task 8: Monitoring Well Abandonment**

All existing monitoring wells will be properly abandoned at the conclusion of the three year monitoring (assuming the absence of free product for 12 consecutive months). The abandonment will be conducted in accordance with the current ASTM standard.

#### 4.0 Estimated Costs

Description	Rate	Quantity	Extension
<b>Work Stated for Completion under Financing by Lieghio Family Trust</b>			
<b>Task 1: Remove the Existing Building</b>			
MET Services (project management, sample collection, etc.)	\$4,000	1	\$4,000
Building Demolition and debris disposal at a Type 2 landfill	\$15,000*	1	\$15,000
Concrete basement removal/transportation to landfill (as impacted)	\$25/ton*	128	\$3,200
Concrete disposal	\$35/ton*	128	\$4,480
Basement sump upgrade to Recovery Well	\$500/well	1	\$500
Excavation backfilling	\$10/ton*	900	\$9,000
		<b>Estimated Subtotal</b>	<b>\$36,180</b>
<b>Task 2: Restricted Covenant</b>			
MET Service - Document preparation and submittal	\$600	LS	\$600
Legal Survey	\$400	LS	\$400
		<b>Estimated Subtotal</b>	<b>\$1,000</b>
<b>Task 3: Continued Free Product Recovery (Annual Cost) – see Note</b>			
MET Service – Monthly visits (frequency depends on PSH (accumulation))	\$75/visit	12	\$900
Materials (bailers, sorbent socks, interface probe, drums)	\$1,500	Estimate	\$1,500
Liquid disposal (assume four drums/year – removed one time per year)	\$1,500	1	\$1,500
Reporting (see Task 4)	--	--	--
		<b>Estimated Subtotal</b>	<b>\$3,900</b>
<b>Task 4: Annual Groundwater Sampling and Analysis (Annual Cost, based on five wells) – see Note</b>			
MET Service – Sample collection	\$750/event	1	\$750
MET Service – Annual Report	\$1,000/rpt	1	\$1,000
Laboratory Services Including one QA/QC samples)	\$98/spl*	6	\$588
Equipment and Materials (low-flow sampling)	\$250/event	1	\$250
		<b>Estimated Subtotal</b>	<b>\$2,588</b>
		<b>SUBTOTAL</b>	<b>\$43,668</b>
<b>Work Stated for Completion under the Temporary Reimbursement Program</b>			
<b>Task 5: Remedial Excavation - Former Dispenser Area</b>			
MET Services (project management, on-site documentation, etc.)	\$4,000	1	\$4,000
Excavation and transportation to landfill	\$20/ton*	170 tons	\$3,400
Landfill disposal cost	\$35/ton*	170 tons	\$5,950
Well materials	\$500/well	1	\$500
Excavation backfill (including compaction and surface gravel)	\$3,000*	LS	\$3,000
Laboratory services (verification samples)	\$98/spl*	4	\$392
		<b>Estimated Subtotal</b>	<b>\$17,242</b>
<b>Task 6: Free Product Recovery Trenches</b>			
MET Services (project management, on-site documentation, etc.)	\$4,000	1	\$4,000
Excavation and transportation to landfill	\$20/ton*	200	\$4,000
Landfill disposal cost	\$35/ton*	200	\$7,000
Well materials	\$500/well	3	\$1,500
Horizontal screen and geo textile fabric	\$3,000	LS	\$3,000
Excavation backfill	\$6,000*	LS	\$6,000
Laboratory services (verification samples)	\$98/spl*	4	\$392
		<b>Estimated Subtotal</b>	<b>\$25,892</b>
<b>Task 7: Re-Paving</b>			
Assume 10,000 sqf of asphalt	\$7,500*	1	\$7,500
		<b>Estimated Subtotal</b>	<b>\$7,500</b>
		<b>SUBTOTAL</b>	<b>\$50,634</b>



- **Note:** Any remaining Temporary Reimbursement Program money (after completion of Task 5, Task 6 and Task 7) will be utilized to complete/continue Task 3 and Task 4.
- \*Costs for laboratory services, excavating, transportation, disposal, backfill material and the asphalt cap will be determined from competitive bidding. Provided costs are only estimates.

### ***5.0 Implementation Schedule***

<b>Description</b>	<b>Anticipated Start Date</b>	<b>Anticipated Completion Date</b>
Task 1: Building Demolition	Summer 2007	Summer 2007
Task 2: Restrictive Covenant	July 2007	November 2007
Task 3: PSH Removal	Ongoing – monthly	--
Task 4: Annual Sampling	November 2007	November 2009
Task 5: Remedial Excavation – Dispenser Area	Summer 2007	Summer 2007
Task 6: Recovery Trenching	Summer 2007	Summer 2007
Task 7: Re-paving	Fall 2007	Fall 2007

Mackinac Environmental Technology, Inc. appreciates the opportunity to provide these consulting services. Should you have any questions or comments, please do not hesitate to contact me at your convenience.

Sincerely,

**Mackinac Environmental Technology, Inc.**

Edward Radecki  
Project Manager

xc. Mr. Joe Lieghio  
Mr. Scott Schaefer

Mr. Frank Woodward

**MONTHLY FREE PRODUCT RECOVERY MONITORING FORM**

**SITE NAME:** FORMER JAREMA'S GROCERY LUST FACILITY (FACILITY ID#: 35302)  
**SITE LOCATION:** 1177 NORTH STATE STREET, ST. IGNACE, MICHIGAN

**SUBMITTAL DATE:**  
**TIME PERIOD:**

DATE:	DTW		DTP		DTW		DTP		DTW		DTP		DTW		DTP	
	WELL #	DTW	DTP	WELL #	DTW	DTP	WELL #	DTW	DTP	WELL #	DTW	DTP	WELL #	DTW	DTP	
	MW-3															
	MW-5															
	RW-1R															
	RW-2															
	RW-3															
	RW-4															
	RW-5															
	RW-6															

DATE:	DTW		DTP		DTW		DTP		DTW		DTP		DTW		DTP	
	WELL #	DTW	DTP	WELL #	DTW	DTP	WELL #	DTW	DTP	WELL #	DTW	DTP	WELL #	DTW	DTP	
	MW-3															
	MW-5															
	RW-1R															
	RW-2															
	RW-3															
	RW-4															
	RW-5															
	RW-6															

**PREPARED BY:** Mackinac Environmental Technology, Inc., 300 Ferry Lane, P.O. Box 485, St. Ignace, Michigan  
**PROJECT MANAGER/CP:** Edward Radecki (906.643.9948/ met@sault.com)



## DECLARATION OF RESTRICTIVE COVENANT

MDEQ Reference No. RC-RRD-213-07-042

This Declaration of Restrictive Covenant (~~Restrictive Covenant~~) was recorded with the **Mackinac** County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at **1177 North State Street, St. Ignace, Michigan 49781** and legally described in the attached Exhibit 1 (Property).

The Property is associated with **Jarema's Grocery (Facility ID #: 00035302)** for which an Interim Response Action (IRA) was conducted under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.21301 *et seq.* The IRA was implemented to address environmental contamination and is fully described in the IRA report dated \_\_\_\_\_ and the current Site Status Reports. A copy of the IRA Report and Site Status reports are available at the Michigan Department of Environmental Quality (MDEQ) Remediation and Redevelopment Newberry Field Office.

Part 213 of NREPA requires the recording of this Restrictive Covenant with the **Mackinac** County Register of Deeds based upon the corrective action activities for the site to: (1) restrict unacceptable exposures to regulated substances located on the Property; (2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a(2) of the NREPA, and (3) assure the exposure control measures relied upon in the IRA Report are effective; and **(4) to prevent damage and disturbance of any element of the corrective action constructed on the property.** The restrictions contained in this Restrictive Covenant are based upon information available at the time the IRA was implemented by **Lieghio St. Ignace Family Limited Partnership**. Failure of the corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the IRA Report; future changes in the environmental condition of the Property or changes in the cleanup criteria developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the IRA Report; or use of the Property in a manner inconsistent with the restrictions described below may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

**Exhibit 2 provides a survey of the Property that is subject to the land and/or resource use restrictions specified in the Restrictive Covenant.**

### Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then-current title holder of all or any portion of the Property.

"RBCA" means the American Society for Testing and Materials (ASTM) document entitled, "Standard Guide for Risk-Based Corrective Action Applied at Petroleum Release Sites," Designation E 1739-95.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 213 of the NREPA; Part 201, Environmental Remediation, of the NREPA; or the Part 201 Administrative Rules (Part 201 Rules), 1990 AACS R 299.5101 *et seq.*, shall have the same meaning in this document as in Parts 3, 213, and 201, and the Part 201 Rules, as of the date this Restrictive Covenant is filed.

#### Summary of Corrective Actions

Hazardous substances including benzene, toluene, ethyl benzene, xylenes, trimethylbenzenes and MTBE were released from an underground storage tank resulting in contamination to the property. Contamination remains present at levels that do not allow unrestricted use of the property. Public health will be protected by preventing the use of the groundwater for ingestion. An exposure barrier (i.e. pavement) has been constructed (See Exhibit 2) to prevent direct contact with contaminated soils. The future construction of building in Restricted Area "A" will require adequate foundation design to prevent migration of contaminants into the building at levels that would result in unacceptable exposures through inhalation.

THEREFORE,

#### 1. Declaration of Land and Resource Use Restrictions

In accordance with the IRA Report, **Lieghio St. Ignace Family Limited Partnership as owner of the property**, covenants that the Property is subject to the following restrictions:

a. Prohibited Land Uses. The Owner shall prohibit all uses of the property that are not compatible with the land use, City of St. Ignace Zoning as "Tourist Business" relied on by the IRA and allowed under Section 21304a(2) of the NREPA, and generally described in the "Description of Allowable Uses," attached as Exhibit 3 (copy of the St. Ignace Zoning ordinance) Residential and Commercial 1 Cleanup criteria for land use-based corrective actions are located in the Government Documents Section of the Library of Michigan.

b. Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances. The Owner shall prohibit activities **within portions of the property designated in exhibit 2** that may result in exposures above levels established in the IRA. These prohibited activities include:

➤ Parcel # 700-047-00; Parcel # 04650 and Parcel # 700-046-00:

1. The construction of wells or other devices used to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

a. Wells and other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of regulated substances into the environment are permitted,

provided the wells or devices are installed by a qualified consultant or certified professional (QC/CP) to conduct corrective actions within the State of Michigan and the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

- b. Short-term dewatering for construction purposes is permitted provided the dewatering including management and disposal of the groundwater is conducted in accordance with all applicable local, state, and federal laws and regulations; and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

➤ **Restricted Area "A":**

2. Construction of new structures, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than applicable criteria; or unless prior to construction of any structure an evaluation of the potential for regulated substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and compliance with Section 20107a of the NREPA.

c. Prohibited Activities to Ensure Effectiveness and Integrity of the Corrective Action. The Owner shall prohibit activities on the Property that may interfere with any element of the IRA, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the IRA.

1. The asphalt paving in the area identified in Exhibit 2 serves to prevent exposures to contaminated soils. As a result, any excavation or other intrusive activity, including removing, altering, or disturbing the asphalt cover, that could affect the integrity of the exposure barrier must be repaired or replaced with a cover providing at least an equivalent degree of protection as the original cover within fourteen (14) days of completion of the work that required the intrusion.
2. The asphalt paving in the area identified in Exhibit 2 serves as a barrier for infiltration of water through contaminated soil. As a result, any intrusive activity must include the use of engineering controls to prevent infiltration of water into the contaminated soil underlying such cover until the cover is repaired or replaced. Any excavation or other intrusive activity, including removing, altering, or disturbing the asphalt cover, that could affect the integrity of the exposure barrier must be repaired or replaced with a cover providing at least an equivalent degree of protection as the original cover within fourteen (14) days of completion of the work that required the intrusion.
3. Any activity that may compromise the effectiveness of the groundwater treatment system, as described in the approved IRA Report in the area shown in Exhibit 2.

d. Contaminated Soil Management. The Owner shall manage all soils, media, and/or debris located on the Property in accordance with the applicable requirements of Sections 21304b and 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. MDEQ Access. The Owner grants to the MDEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the IRA, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the IRA.

3. Conveyance of Property Interest. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the IRA and this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 20116(3) and Section 21310a(2)(c) of the NREPA.

4. Audits Pursuant to Section 21315 of the NREPA. This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit may result in the finding by the MDEQ that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.

5. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until the MDEQ or its successor determines that regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment, and may only be modified or rescinded with the written approval of the MDEQ.

6. Enforcement of Restrictive Covenant. The State of Michigan, through the MDEQ, and **Lieghio St. Ignace Family Limited Partnership** may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

7. Disclaimer. This Property contains regulated substances in excess of the concentrations developed as the unrestricted residential criteria under Section 21304a(2) of the NREPA. The MDEQ recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA.

8. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.



9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner and certifies that he or she is duly authorized to execute and record this Restrictive Covenant.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused this Restrictive Covenant, \_\_\_\_\_, to be executed on this \_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

Drafted by: \_\_\_\_\_

Name: Edward Radecki

Company: Mackinac Environmental Technology, Inc.

Address: 300 Ferry Lane, P.O. Box 485, St. Ignace, Michigan 49781

**CONSENT OF OWNER**

I, \_\_\_\_\_, the current and legal Owner of the Property, do hereby consent to the recording of this Restrictive Covenant and authorize \_\_\_\_\_ to file this Restrictive Covenant with the **Mackinac** County Register of Deeds for recording:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

## EXHIBIT 1

### LEGAL DESCRIPTION OF PROPERTY

A legal survey will be conducted for the RC.

- **Parcel # 700-046-00: Assessors Replat of Wicher's Plat, Block 2, Lot 5**
- **Parcel # 04650: Assessors Replat of Wicher's Plat, state of Michigan Property**
- **Parcel # 700-047-00: Assessors Replat of Wicher's Plat, Block 2, Lots 6, 7 and 8**

**EXHIBIT 2**

**SURVEY OF THE PROPERTY**

**OR**

**SURVEY OF THE PROPERTY AND LIMITS OF LAND OR RESOURCE USE RESTRICTIONS**

- The following Site Plan depicts the approximate boundaries of the Restricted areas. A legal survey will be conducted for the RC.

**EXHIBIT 3**

**DESCRIPTION OF ALLOWABLE USES**

**(CITY OF ST. IGNACE ZONING ORDINANCE)**

**EXHIBIT 4**

**CONSENT OF EASEMENT HOLDERS**

As evidenced below by my signature, I agree and consent to the recording of the land use and resource use restrictions specified in this Restrictive Covenant.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

- LEGEND**
- UTILITY POLE
  - ⊗ MONITOR WELL
  - SOIL BORING (SB-1)
  - ▲ RECOVERY WELL
  - ND NOT DETECTED
  - ▨ DISPENSER ISLAND
  - FORMER UST



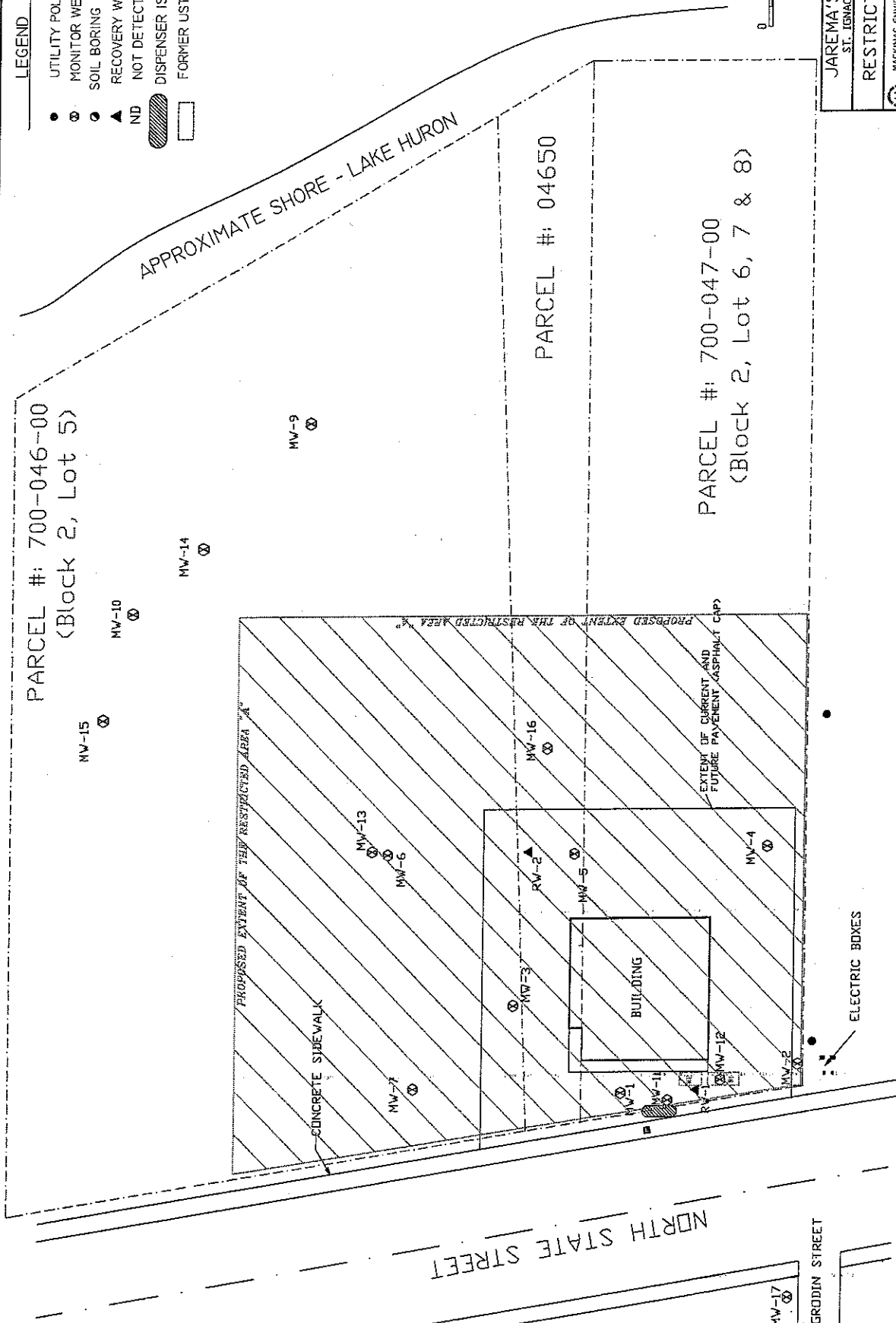
SCALE  
0 30 60  
1 INCH = 30 FEET

JAREMA'S GROCERY ST. IGNACE, MICHIGAN	M91-096 FIGURE 2
RESTRICTED AREAS	5/8/07
 MACKINAC ENVIRONMENTAL TECHNOLOGY, INC. Environmental Consulting & Engineering	

PARCEL #: 700-046-00  
(Block 2, Lot 5)

PARCEL #: 04650

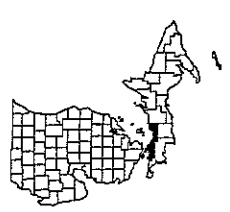
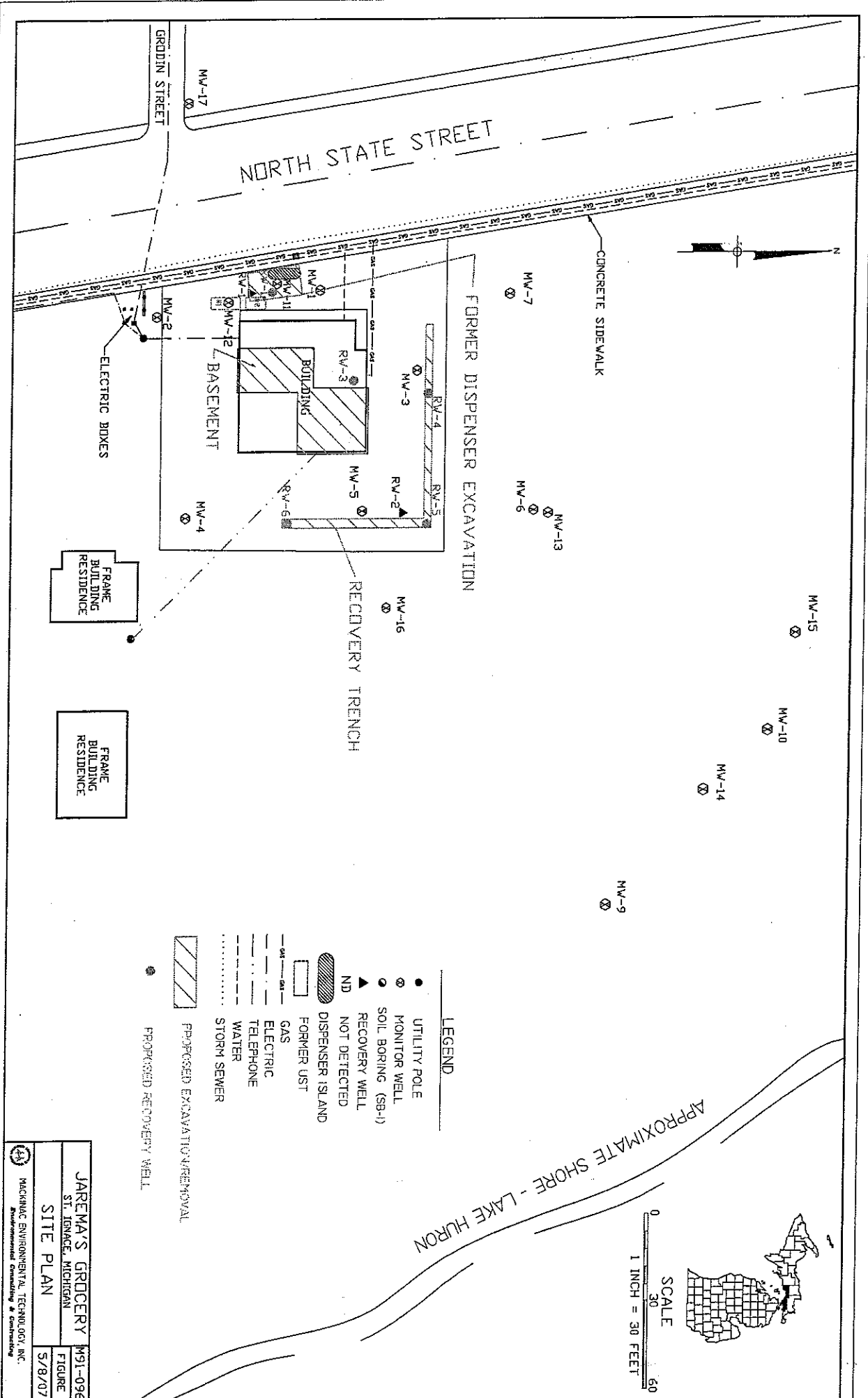
PARCEL #: 700-047-00  
(Block 2, Lot 6, 7 & 8)



NORTH STATE STREET

GRODIN STREET

MV-17



0  
30  
60  
SCALE  
1 INCH = 30 FEET

APPROXIMATE SHORE - LAKE HURON

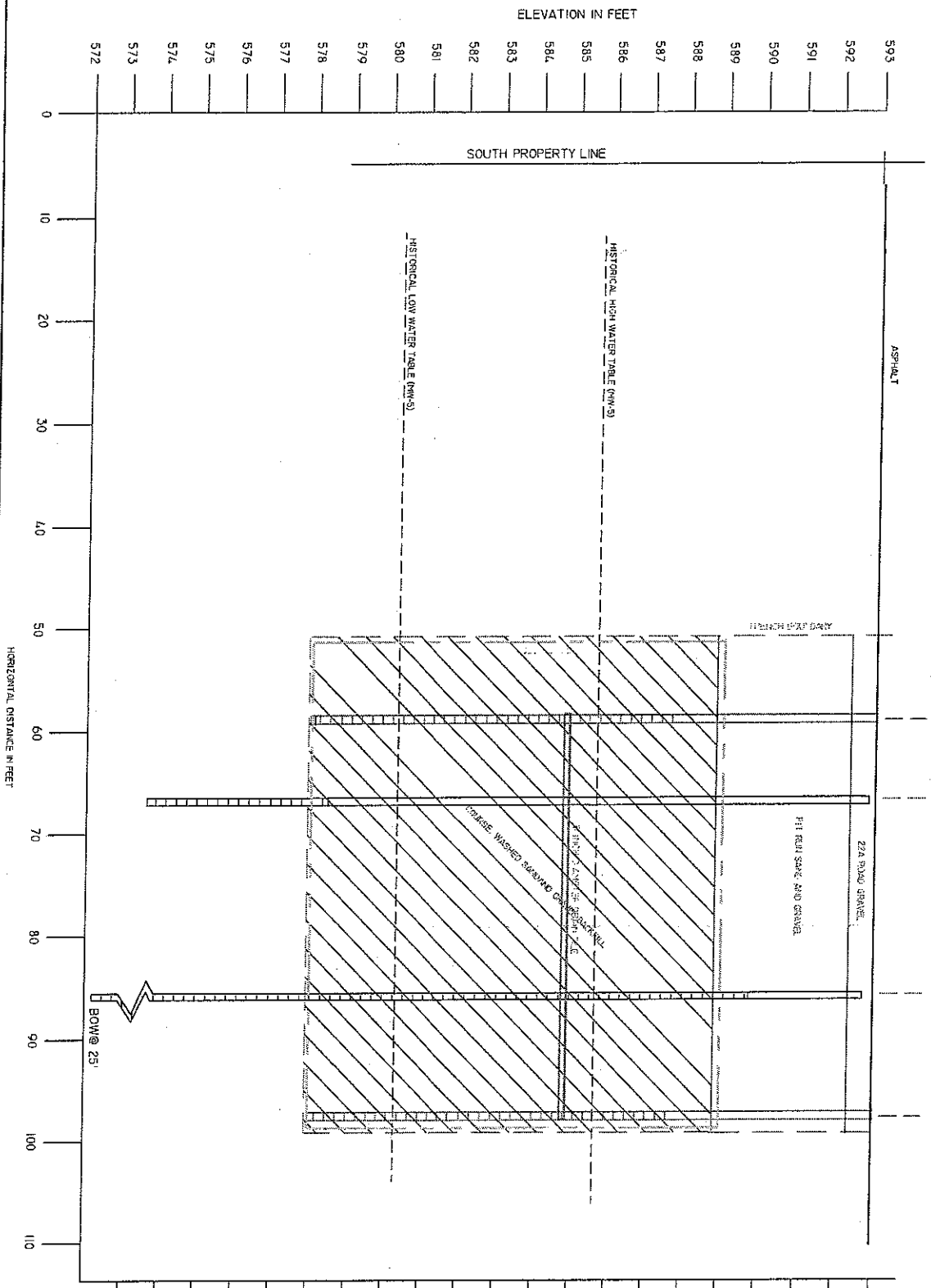
LEGEND

- UTILITY POLE
- ⊗ MONITOR WELL
- SOIL BORING (SB-1)
- ▲ RECOVERY WELL
- ND NOT DETECTED
- ▨ DISPENSER ISLAND
- ▭ FORMER UST
- GAS
- - - ELECTRIC
- · · TELEPHONE
- · · WATER
- · · STORM SEWER
- ▨ PROPOSED EXCAVATION/REMOVAL
- PROPOSED RECOVERY WELL

<b>JAREMA'S GROCERY</b> ST. IGNACE, MICHIGAN		M91-096 FIGURE 1
<b>SITE PLAN</b>		5/8/97
MACINAC ENVIRONMENTAL TECHNOLOGY, INC. <i>Professional Consulting &amp; Construction</i>		



A CROSS SECTION NORTH TO SOUTH (A - B)



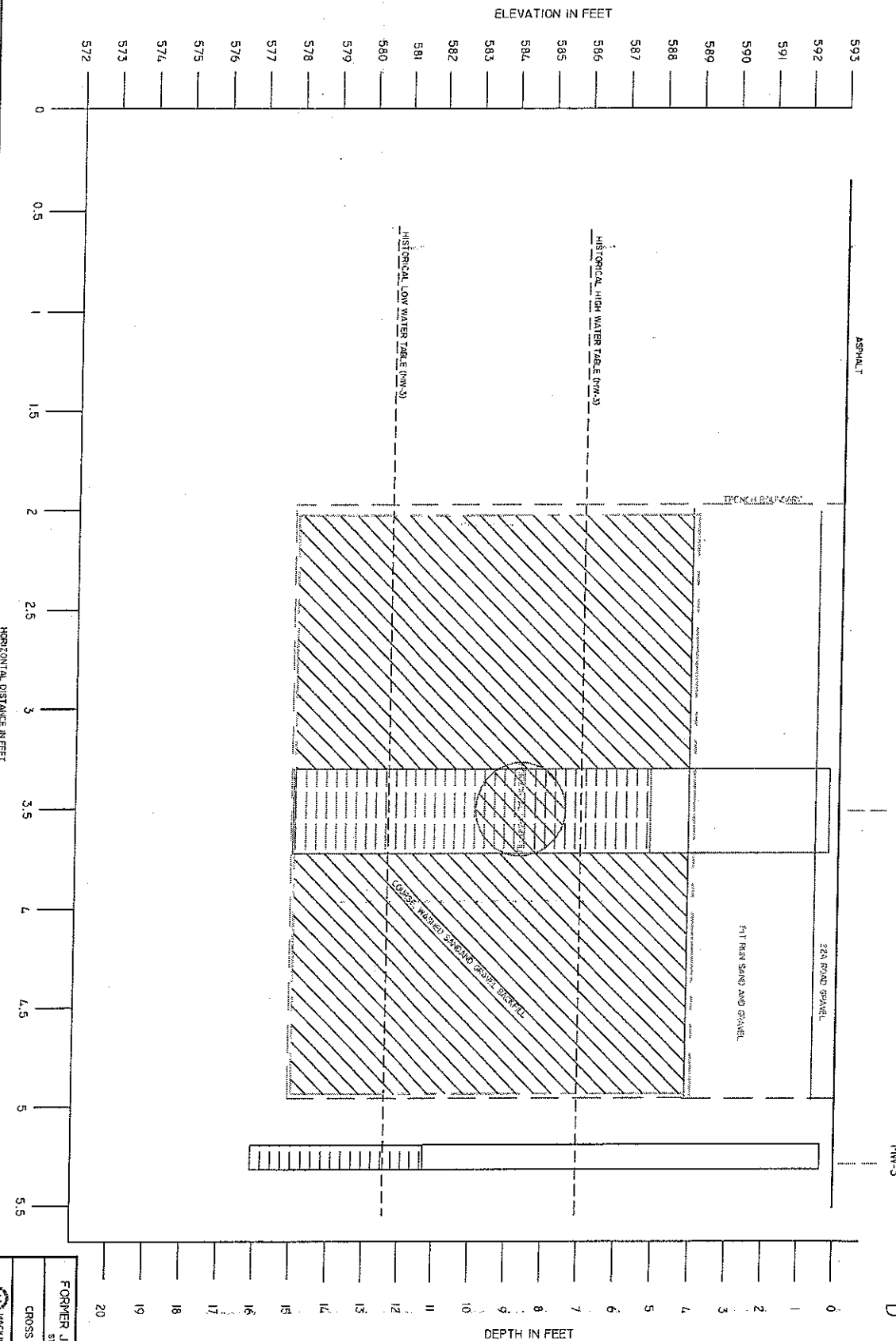
B

DEPTH IN FEET

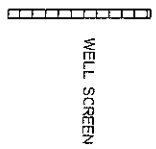
WELL SCREEN

FORMER JAREMA GROCERY		M91-096
ST. JOHNS, MICHIGAN		
CROSS SECTION A - B		
MACINAC ENVIRONMENTAL TECHNOLOGY, INC. Environmental Consulting & Contracting		5/31/07

C CROSS SECTION NORTH TO SOUTH (C - D)



<p>FORMER JAREMA GROCERY ST. LOUIS, MISSOURI</p>		<p>HW-1-096</p>
<p>CROSS SECTION C - D</p>		<p>5/31/07</p>
<p>MACMINAC ENVIRONMENTAL TECHNOLOGY, INC. Hydrogeological Consulting &amp; Remediation</p>		



DEPTH IN FEET

D