

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MILFORD DOWNTOWN  
DEVELOPMENT AUTHORITY, a public  
corporate body,

File No. 07-083146-CH

Hon. Steven N. Andrews

Plaintiff/Counter-Defendant,

v

J & S COMPANY, a Michigan corporation,

Defendant/Counter-Plaintiff,

and

J & S COMPANY, a Michigan corporation,

Third Party Plaintiff,

V

MICHIGAN DEPARTMENT OF  
ENVIRONMENTAL QUALITY, an executive  
department of the State of Michigan,  
Third Party Defendant,

and

MICHIGAN DEPARTMENT OF  
ENVIRONMENTAL QUALITY, an executive  
department of the State of Michigan,

Fourth Party Plaintiff/Counter Plaintiff,

v

G/CSC, LTD., a Michigan Corporation, and  
BP PRODUCTS NORTH AMERICA, INC., a  
Maryland Corporation and J & S COMPANY, a  
Michigan Corporation,

Fourth Party Defendants and Counter Defendant.

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**CONSENT DECREE  
INDEX**

I.	JURISDICTION .....	2
II.	PARTIES BOUND.....	2
III.	STATEMENT OF PURPOSE .....	3
IV.	DEFINITIONS .....	3
V.	COMPLIANCE WITH STATE AND FEDERAL LAWS.....	7
VI.	PERFORMANCE OF RESPONSE ACTIVITIES .....	7
VII.	ACCESS .....	11
VIII.	EMERGENCY RESPONSE .....	13
IX.	FORCE MAJEURE.....	14
X.	PROJECT COORDINATORS AND COMMUNICATIONS/NOTICES .....	16
XI.	REIMBURSEMENT OF COSTS .....	20
XII.	STIPULATED PENALTIES.....	22
XIII.	DISPUTE RESOLUTION .....	24
XIV.	INDEMNIFICATION AND INSURANCE .....	28
XV.	COVENANTS NOT TO SUE BY THE STATE .....	30
XVI.	RESERVATION OF RIGHTS BY THE STATE .....	31
XVII.	COVENANTS NOT TO SUE BY J&S COMPANY .....	33
XVIII.	CONTRIBUTION.....	34
XIX.	MODIFICATIONS .....	35
XX.	SEPARATE DOCUMENTS .....	35

**ATTACHMENTS**

- A. Legal Description of J&S Company Property
- B. Cost Summary
- C. Well Location Map
- D. Existing Environmental Lien

### CONSENT DECREE

The Third Party Plaintiff is J & S Company. The Third Party Defendant is the Michigan Department of Environmental Quality (MDEQ).

This Consent Decree (Decree) requires the performance of response activities and reimbursement of costs in accordance to this Decree at the J&S Company Property which is part of the Coe's Cleaner Facility in the Village of Milford, Michigan (hereafter "Facility"). J&S Company agrees not to contest the authority or jurisdiction of the Court to enter this Decree or any terms or conditions set forth herein.

The entry of this Decree by J&S Company is for settlement purposes only and is neither an admission or denial of liability with respect to any issue dealt with in this Decree nor an admission or denial of any factual allegations or legal conclusions stated or implied herein.

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

NOW, THEREFORE, before the taking of any testimony, and without this Decree constituting an admission of any of the allegations in the Complaint or as evidence of the same, and upon the consent of the Parties, by their attorneys, it is hereby ORDERED, ADJUDGED AND DECREED:

## **I. JURISDICTION**

1.1 This Court has jurisdiction over the subject matter of this action pursuant to MCL 324.20137 and MCL 324.21323. This Court also has personal jurisdiction over J&S Company. J&S Company waives all objections and defenses that it may have with respect to jurisdiction of the Court or to venue in this Circuit.

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

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

## **II. PARTIES BOUND**

2.1 This Decree shall apply to and be binding upon the J&S Company and the State and their successors and assigns. Any change in the ownership, corporate, or legal status of the J&S Company, including, but not limited to, any transfer of assets, or of real or personal property, shall not in any way alter the J&S Company's responsibilities under this Decree. To the extent that the J&S Company is the owner of a part or all of the Facility, J&S Company shall provide the MDEQ with written notice prior to the transfer of ownership of part or all of the Facility and shall provide a copy of this Decree to any subsequent owners or successors prior to the transfer of any

ownership rights. The J&S Company shall comply with the requirements of Section 20116 of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act ("NREPA"), 1994 PA 451, as amended, MCL 324.20116, and the Part 201 Rules.

2.2 Notwithstanding the terms of any contract that the J&S Company may enter with respect to the performance of response activities pursuant to this Decree, the J&S Company is responsible for compliance with the terms of this Decree and shall ensure that its contractors, subcontractors, laboratories, and consultants perform all response activities in conformance with the terms and conditions of this Decree.

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

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

In entering into this Decree, it is the mutual intent of the Parties to: (a) perform Free Product abatement; (b) reimburse the State for Past and Future Response Activity Costs as described in Section XI (Reimbursement of Costs); (c) upon entry of this Decree, reduce the amount of the environmental lien recorded by the MDEQ on the Property, and upon the payment(s) required in Section XI (Reimbursement of Costs) discharge the lien; and (d) minimize litigation.

### **IV. DEFINITIONS**

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

4.2 “Effective Date” means the date that the Court enters this Decree.

4.3 “Facility” means any area of the Property identified in Attachment A where a hazardous substance, in concentrations that exceed the requirements of Section 20120a(1)(a) or (17) of the NREPA, MCL 324.20120a(1)(a) or (17), or the cleanup criteria for unrestricted residential use under Part 213, Leaking Underground Storage Tanks, of the NREPA, has been released, deposited, or disposed of, or otherwise comes to be located; and any other area, place, or property where a hazardous substance, in concentrations that exceed these requirements or criteria, has come to be located as a result of the migration of the hazardous substance from the Property.

4.4 “Free Product” means a regulated substance in a liquid phase greater than 1/8 inch of measurable thickness, that is not dissolved in water, and that has been released into the environment.

4.5 “Future Response Activity Costs” means all costs incurred by the State that are not included in the attached Summary Report (Attachment B), to develop, oversee, enforce, monitor, and document compliance with this Decree, and to perform response activities required by this Decree, including, but not limited to, costs incurred to: monitor response activities at the Facility, observe and comment on field activities, collect and analyze samples, evaluate data, purchase equipment and supplies to perform monitoring activities, attend and participate in meetings, to prepare and review cost reimbursement documentation; and MDEQ costs related to the MDEQ operation of the Village of Milford groundwater treatment system.

4.6 "Monitoring Staff" means a Qualified Consultant or persons employed or contracted by J&S Company and who are responsible for and trained by a Qualified Consultant to implement the work described in Paragraph 6.1 (Performance of Response Activities). The Parties agree that Fariborz Noori, president of J&S Company, may implement the work described in Paragraph 6.1 and will be included in the definition of the term "Monitoring Staff" upon being trained by a Qualified Consultant.

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

4.8 "Oversight Costs" means all costs incurred by the State to enforce compliance with this Decree and to perform the response activities required by this Decree that are not performed in compliance with this Decree by J&S Company; including, but not limited to, costs incurred to perform response activities pursuant to Section VIII (Emergency Response) and Paragraph 6.6 (Performance of Response Activities). Oversight Costs begin to accrue when the MDEQ provides written notice to J&S Company that J&S Company has not complied with the Decree and that Oversight Costs are beginning to accrue. Oversight costs will not be billed unless one or more violations exceed a 30-day period of cure. Oversight Costs may be billed once a 30-day cure period has been exceeded if any violation has not been cured. Oversight costs will continue until any and all violations of the Decree have been resolved and verified to the satisfaction of the MDEQ, in accordance with this Decree.

4.9 "Part 201" means Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.*, and the Part 201 Administrative Rules.

4.10 "Part 201 Rules" means the administrative rules promulgated under Part 201.

4.11 "Part 213" means Part 213, Leaking Underground Storage Tanks, of the NREPA.

4.12 "Party" means either the J&S Company or the State. "Parties" means the J&S Company and the State.

4.13 "Past Response Activity Costs" means response activity costs that the State incurred and paid during the dates set forth in the attached Summary Report (Attachment B).

4.14 "J&S Company" means J&S Company(s) and its successors.

4.15 "Property" means the property located at 505 North Main Street, Milford, Michigan, and described in the legal description provided in Attachment A.

4.16 "Qualified Consultant" means a qualified consultant as the term is defined in Part 215 Refined Petroleum Fund, of the NREPA.

4.17 "RRD" means the Remediation and Redevelopment Division of the MDEQ and its successor entities.

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

4.19 "Submissions" means all plans, reports, schedules, and other submissions that the J&S Company is required to provide to the State or the MDEQ pursuant to this Decree.



4.20 Unless otherwise stated herein, all other terms used in this Decree, which are defined in Part 3, Definitions, of the NREPA, MCL 324.301; Part 201; or the Part 201 Rules, shall have the same meaning in this Decree as in Parts 3 and 201 and the Part 201 Rules. Unless otherwise specified in this Decree, "day" means a calendar day.

#### **V. COMPLIANCE WITH STATE AND FEDERAL LAWS**

5.1 All actions required to be taken pursuant to this Decree shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations, including, but not limited to, Part 201, the Part 201 Rules, Part 213, Part 111 (Hazardous Waste Management), of the NREPA, Part 211 (Underground Storage Tanks) of the NREPA, and laws relating to occupational safety and health. Other agencies may also be called upon to review the performance of response activities under this Decree.

5.2 This Decree does not relieve the J&S Company's obligations to obtain and maintain compliance with permits if such permits are necessary under applicable law.

#### **VI. PERFORMANCE OF RESPONSE ACTIVITIES**

6.1 J&S Company shall perform the following response activities:

(a) As soon as possible but no later than six (6) months after the Effective Date, J&S Company shall initiate Free Product abatement as described below.

(i) On a monthly basis Monitoring Staff shall monitor wells AMW-17 and CES-6 (Attachment C) for the presence of Free Product.

(A) If J&S Company is unable to use either of these wells, then J&S Company shall install a comparable replacement well in the approximate location of the well which J&S Company was unable to use. The

replacement well shall then be monitored as soon as possible after installation but no later than six months after the Effective Date in lieu of the well identified in Paragraph 6.1(a)(i).

(ii) If Free Product is present Monitoring Staff shall bail the Free Product from the well until such Free Product is removed. The Free Product shall be handled, stored and disposed of in accordance with state and federal law.

(iii) Monitoring Staff shall continue to monitor these wells monthly until no Free Product is detected in both wells over a period of 12 consecutive months or until J&S Company no longer holds an ownership interest in the Property.

(b) J&S Company shall notify the MDEQ Project Coordinator no less than seven (7) days prior to each monitoring/bailing event.

## 6.2 Status Reports

(a) The J&S Company shall provide to the MDEQ Project Coordinator monthly written status reports regarding response activities related to the implementation of this Decree. These status reports shall include the following:

(i) A description of the activities that have been taken toward achieving compliance with this Decree during the specified reporting period, including obtaining access to monitor wells AMW-17 and CES-6.

(ii) 1) Whether Free Product was observed in either well; and 2) the amount of Free Product that was observed; 3) the amount of Free Product that was bailed; and 4) the name and location of the facility(ies) that was used for the off-site transfer, storage, and treatment or disposal of the Free Product.

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

(b)

(i) The first status report shall be submitted to the MDEQ as follows: J&S Company shall submit its first status report within four (4) months of the Effective Date or within fourteen (14) days of the first monitoring event, whichever is first. Thereafter, status reports shall be submitted every thirty (30) days, or within fourteen (14) days of each monthly monitoring event if free product abatement has been initiated.

(ii) J&S Company may discontinue submitting status reports after twelve consecutive months of observing no Free Product in both wells or after J&S Company no longer holds an ownership interest in the Property.

(iii) Pursuant to Paragraph 19.1 (Modifications), the MDEQ Project Coordinator may approve modification of the schedule for the submission of status reports.

6.3 Within fourteen (14) days of the date J&S Company no longer holds an ownership interest in the Property, J&S Company shall notify the MDEQ Project Coordinator and the MDEQ Chief of the Compliance and Enforcement Section identified in Paragraph 10.1A(3) of Section X (Project Coordinators and Communications/Notices). The notification shall include documentation of the property transaction.

6.4 Within thirty (30) days of the Effective Date, the MDEQ shall reduce the amount of the lien recorded on the Property under the provisions of Section 20138(1) of the NREPA (Attachment D) from \$834,657.16 to \$130,000.

6.5 Within fourteen (14) days of MDEQ's determination that J&S Company has fully complied with the terms of this Decree, the MDEQ shall send for recording a lien release of the environmental lien recorded on the Property pursuant to Paragraph 6.4.

6.6 The MDEQ's Performance of Response Activities

If the J&S Company ceases to perform the response activities required by this Decree, is not performing response activities in accordance with this Decree, or is performing response activities in a manner that causes or may cause an endangerment to human health or the environment, the MDEQ may, at its option and upon providing thirty (30) days prior written notice to the J&S Company, take over the performance of those response activities. The MDEQ, however, is not required to provide thirty (30) days written notice prior to performing response activities that the MDEQ determines are necessary pursuant to Section VIII (Emergency Response). If the MDEQ finds it necessary to take over the performance of response activities that the J&S Company is obligated to perform under this Decree, the J&S Company shall reimburse the State for its costs to perform these response activities, including any accrued interest. Interest, at the rate specified in Section 20126a(3) of the NREPA, shall begin to accrue on the State's costs on the day the State begins to incur costs for those response activities. Costs incurred by the State to perform response activities pursuant to this paragraph shall be considered to be "Oversight Costs" and the J&S Company shall provide

reimbursement of these costs and any accrued interest to the State in accordance with Paragraphs 11.2 and 11.4 of Section XI (Reimbursement of Costs).

## **VII. ACCESS**

7.1 Upon the Effective Date of this Decree, the J&S Company shall allow the MDEQ and its authorized employees, agents, representatives, contractors, and consultants to enter the Facility and associated properties at all reasonable times to the extent access to the Facility and any associated properties are owned, controlled by, or available to the J&S Company. Upon presentation of proper credentials and upon making a reasonable effort to contact the person in charge of the Facility, MDEQ staff and its authorized employees, agents, representatives, contractors, and consultants shall be allowed to enter the Facility and associated properties for the purpose of conducting any activity to which access is required for the implementation of this Decree or to otherwise fulfill any responsibility under state or federal laws with respect to the Facility, including, but not limited to the following:

- (a) Monitoring response activities or any other activities taking place pursuant to this Decree at the Facility;
- (b) Verifying any data or information submitted to the MDEQ;
- (c) Assessing the need for, or planning, or conducting, investigations relating to the Facility;
- (d) Obtaining samples;
- (e) Assessing the need for, or planning, or conducting, response activities at or near the Facility;

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

(g) Inspecting and copying non-privileged records, operating logs, contracts, or other documents relating to the activities performed pursuant to this Decree;

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

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

7.2 To the extent that the Facility or any other property where the Free Product abatement is to be performed by the J&S Company under this Decree, is owned or controlled by persons other than the J&S Company, the J&S Company shall use its best efforts to secure from such persons written access agreements or judicial orders providing access to the monitor wells, or the property at which a replacement monitor well is to be installed, for the Parties and their authorized employees, agents, representatives, contractors, and consultants. Any delay in obtaining access shall not be an excuse for delaying the performance of response activities, unless the State determines that the delay was caused by a *Force Majeure* event pursuant to Section IX (*Force Majeure*).

7.3 Any lease, purchase, contract, or other agreement entered into by the J&S Company that transfers to another person a right of control over the Facility or a portion of the Facility shall contain a provision preserving for the MDEQ or any other person

undertaking the response activities, and their authorized representatives, the access provided under this section.

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

### **VIII. EMERGENCY RESPONSE**

8.1 If during the course of the J&S Company performing response activities pursuant to this Decree, J&S Company or Monitoring Staff causes a release or threat of release of a hazardous substance at or from the Facility, or causes exacerbation of existing contamination at the Facility, and the release, threat of release, or exacerbation poses or threatens to pose an imminent and substantial endangerment to public health, safety, or welfare, or the environment, the J&S Company shall immediately undertake all appropriate actions to prevent, abate, or minimize such release, threat of release, or exacerbation; and shall immediately notify the MDEQ Project Coordinator. In the event of the MDEQ Project Coordinator's unavailability, the J&S Company shall notify the Pollution Emergency Alerting System (PEAS) at 1-800-292-4706. In such an event, any actions taken by the J&S Company shall be in accordance with all applicable health and safety laws and regulations.

8.2 Within twenty (20) days of notifying the MDEQ of such an act or event, the J&S Company shall submit a written report setting forth a description of the act or event that occurred and the measures taken or to be taken to mitigate any release, threat of release, or exacerbation caused or threatened by the act or event and to prevent recurrence of such an act or event. Regardless of whether the J&S Company notifies the MDEQ under this section, if such an act or event causes a release, threat of release, or

exacerbation, the MDEQ may: (a) require the J&S Company to stop response activities at the Facility for such period of time as may be needed to prevent or abate any such release, threat of release, or exacerbation; (b) require the J&S Company to undertake any actions that the MDEQ determines are necessary to prevent or abate any such release, threat of release, or exacerbation; or (c) undertake any actions that the MDEQ determines are necessary to prevent or abate such release, threat of release, or exacerbation.

#### **IX. FORCE MAJEURE**

9.1 The J&S Company shall perform the requirements of this Decree within the time limits established herein, unless performance is prevented or delayed by events that constitute a "*Force Majeure*." Any delay in the performance attributable to a *Force Majeure* shall not be deemed a violation of this Decree in accordance with this section.

9.2 For the purposes of this Decree, a "*Force Majeure*" event is defined as any event arising from causes beyond the control of and without the fault of the J&S Company, of any person controlled by the J&S Company, or of the J&S Company's contractors, that delays or prevents the performance of any obligation under this Decree despite the J&S Company's "best efforts to fulfill the obligation." The requirement that the J&S Company exercises "best efforts to fulfill the obligation" includes the J&S Company using best efforts to anticipate any potential *Force Majeure* event and to address the effects of any potential *Force Majeure* event during and after the occurrence of the event, such that the J&S Company minimizes any delays in the performance of any obligation under this Decree to the greatest extent possible. *Force Majeure* includes an occurrence or nonoccurrence arising from causes beyond the control of and without the



fault of the J&S Company, such as an act of God, untimely review of permit applications or submission by the MDEQ or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by diligence of the J&S Company and that delay the performance of an obligation under this Decree. *Force Majeure* does not include, among other things, unanticipated or increased costs, changed financial circumstances, or failure to obtain a permit or license as a result of actions or omissions of the J&S Company.

9.3 The J&S Company shall notify the MDEQ by telephone within seventy-two (72) hours of discovering any event that causes a delay or prevents performance with any provision of this Decree. Verbal notice shall be followed by written notice within ten (10) calendar days and shall describe, in detail, the anticipated length of delay for each specific obligation that will be impacted by the delay, the cause or causes of delay, the measures taken by the J&S Company to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The J&S Company shall use its best efforts to avoid or minimize any such delay.

9.4 Failure of the J&S Company to comply with the notice requirements of Paragraph 9.3, above, shall render this Section IX void and of no force and effect as to the particular incident involved. The MDEQ may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Paragraph 9.3.

9.5 If the parties agree that the delay or anticipated delay was beyond the control of the J&S Company, this may be so stipulated and the parties to this Decree may agree upon an appropriate modification of this Decree. If the parties to this Decree are unable to reach such agreement, the dispute shall be resolved in accordance

with Section XIII (Dispute Resolution) of this Decree. The burden of proving that any delay was beyond the control of the J&S Company, and that all the requirements of this section have been met by the J&S Company, is on the J&S Company.

9.6 An extension of one compliance date based upon a particular incident does not necessarily mean that the J&S Company qualifies for an extension of a subsequent compliance date without providing proof regarding each incremental step or other requirement for which an extension is sought.

#### **X. PROJECT COORDINATORS AND COMMUNICATIONS/NOTICES**

10.1 Each Party shall designate one or more Project Coordinators. Whenever notices, progress reports, information on the collection and analysis of samples, sampling data, work plan submittals, approvals, or disapprovals, or other technical submissions are required to be forwarded by one Party to the other Party under this Decree, or whenever other communications between the Parties is needed, such communications shall be directed to the designated Project Coordinator at the address listed below. Notices and submissions may be initially provided by electronic means but a hard copy must be concurrently sent. If any Party changes its designated Project Coordinator, the name, address, and telephone number of the successor shall be provided to the other Party, in writing, as soon as practicable.

A. As to the MDEQ:

(1) For all matters pertaining to this Decree, except those specified in Paragraphs 10.1A(2), and (3) below:

Terri Golla , Project Coordinator  
Southeast Michigan District Office  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
27700 Donald Court  
Warren, Michigan 48092  
Phone: 586-753-3813  
Fax: 586-753-3859  
E-mail address: [gollat@michigan.gov](mailto:gollat@michigan.gov)

This Project Coordinator will have primary responsibility for the MDEQ for overseeing the performance of response activities at the Facility and other requirements specified in this Decree.

(2) For all matters specified in this Decree that are to be directed to the RRD Chief:

Chief, Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
P.O. Box 30426  
Lansing, MI 48909-7926  
Phone: 517-335-1104  
Fax: 517-373-2637

Via courier:

Chief, Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
Constitution Hall, 4<sup>th</sup> Floor, South Tower  
525 West Allegan Street  
Lansing, MI 48933-2125

A copy of all correspondence that is sent to the Chief of the RRD shall also be provided to the MDEQ Project Coordinator designated in Paragraph 10.1A(1).

(3) For all payments pursuant to Section XI (Reimbursement of Costs and Section XII (Stipulated Penalties):

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, all payments made pursuant to this Decree must reference the Coe's Cleaners Facility - J&S Company, Court Case No. 07-083146-CH, and the RRD Account Number RRD2256.

A copy of all correspondence that is sent to the Revenue Control Unit shall also be provided to the MDEQ Project Coordinator designated in Paragraph 12.1A.(1), the Chief of the Compliance and Enforcement Section designated below, and the Assistant in Charge designated in Paragraph 10.1B.

Chief, Compliance and Enforcement Section  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
P.O. Box 30426  
Lansing, MI 48909-7926  
Phone: 517-373-7818  
Fax: 517-373-2637

Via courier:

Chief, Compliance and Enforcement Section  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
Constitution Hall, 4<sup>th</sup> Floor, South Tower  
525 West Allegan Street  
Lansing, MI 48933-2125

B. As to the MDAG:

Assistant in Charge  
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  
Phone: 517-373-7540  
Fax: 517-373-1610

C. As to the J&S Company:

Fariborz Noori, President  
J&S Company  
1345 Hollywood Drive  
Monroe, Michigan 48162  
Phone: 734-242-1287  
Fax: 734-242-2251  
E-mail address: noorifrank@yahoo.com

With a copy to:

Jay A. Harter, Esquire  
Knaggs, Harter, Brake & Schneider, P.C.  
7521 Westshire Drive, Suite 100  
Lansing, Michigan 48917  
Phone: 517-622-0590  
Fax: 517-622-8463  
E-mail address: jharter@khbslaw.com

10.2 The J&S Company's Project Coordinator shall have primary responsibility for overseeing the performance of the response activities at the Facility and other requirements specified in this Decree for the J&S Company.

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

## **XI. REIMBURSEMENT OF COSTS**

11.1 Within thirty (30) days of the sale of the Property, the J&S Company shall pay the MDEQ Twenty Two percent (22%) of the net sale proceeds or One Hundred and Thirty Thousand Dollars (\$130,000), whichever is greater, to resolve all State claims for Past Response Activity Costs and Future Response Activity Costs relating to matters covered in this Decree. Such payment shall also resolve all State claims for fines, penalties and natural resource damages that arose before the Effective Date of this Decree. At the time the payment is made to the MDEQ, documentation supporting that the payment is the greater of Twenty Two percent (22%) of the net sale proceeds or One Hundred and Thirty Thousand Dollars (\$130,000), shall be submitted to Chief of the Compliance and Enforcement Section, RRD, at the address listed in Paragraph 10.1A.(3), and the Assistant in Charge at the address listed in Paragraph 10.1B. Payment shall be made pursuant to the provisions of Paragraph 11.3.

11.2 If J&S Company fails to perform its obligations under this Decree and the MDEQ provides a written notification to J&S Company that J&S Company has not complied with the Decree and the notification states that the Oversight Costs will begin to accrue, the J&S Company shall pay Oversight Costs. Payments shall be made within thirty (30) days of a demand for payment from the MDEQ according to the terms of Paragraph 11.3. The J&S Company shall have the right to request a full and complete accounting of all MDEQ demands made hereunder, including time sheets, travel vouchers, contracts, invoices, and payment vouchers as may be available to the MDEQ. The MDEQ's provision of these documents to the J&S Company may result in the MDEQ incurring Oversight Costs.

11.3 All payments made pursuant to this Decree shall be by certified check, made payable to the "State of Michigan -Environmental Response Fund," and shall be sent by first class mail to the Revenue Control Unit at the address listed in Paragraph 10.1A.(3) of Section X (Project Coordinators and Communications/Notices). The Coe's Cleaners Facility - J&S Company, the Court Case No. 07-083146-CH, and the RRD Account Number RRD2256 shall be designated on each check. A copy of the transmittal letter and the check shall be provided simultaneously to the MDEQ Project Coordinator at the address listed in Paragraph 10.1A.(1), the Chief of the Compliance and Enforcement Section, RRD, at the address listed in Paragraph 10.1A.(3), and the Assistant in Charge at the address listed in Paragraph 10.1B. Costs recovered pursuant to this section and payment of stipulated penalties pursuant to Section XII (Stipulated Penalties), shall be deposited into the Environmental Response Fund in accordance with the provisions of Section 20108(3) of the NREPA.

11.4 If the J&S Company fails to make full payment to the MDEQ for Past Response Activity Costs and Future Response Activity Costs or Oversight Costs as specified in Paragraphs 11.1 and 11.2, interest, at the rate specified in Section 20126a(3) of the NREPA, shall begin to accrue on the unpaid balance on the day after payment was due until the date upon which the J&S Company makes full payment of those costs and the accrued interest to the MDEQ. In any challenge by the J&S Company to an MDEQ demand for reimbursement of costs, the J&S Company shall have the burden of establishing that the MDEQ did not lawfully incur those costs in accordance with Section 20126a(1)(a) of the NREPA.

## **XII. STIPULATED PENALTIES**

12.1 The J&S Company shall be liable for stipulated penalties in the amounts set forth in Paragraphs 15.2 and 15.3 for failure to comply with the requirements of this Decree, unless excused under Section X (*Force Majeure*). "Failure to Comply" by the J&S Company shall include failure to submit status reports required by this Decree and failure to perform response activities in accordance with Paragraphs 6.1 and 6.2 of Section VI (Performance of Response Activities) of this Decree within the specified implementation schedules established by or approved under this Decree.

12.2 The following stipulated penalties shall accrue per violation per day for any violation of Section VI (Performance of Response Activities):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$100	1 <sup>st</sup> through 14 <sup>th</sup> day
\$250	15 <sup>th</sup> through 30 <sup>th</sup> day
\$500	31 <sup>st</sup> day and beyond

12.3 Except as provided in Paragraph 12.2 and Section IX (*Force Majeure*) and Section XIII (Dispute Resolution), if the J&S Company fails or refuses to comply with any other term or condition of this Decree, the J&S Company shall pay the MDEQ stipulated penalties of One Hundred Dollars (\$100) a day for each and every failure or refusal to comply.

12.4 All penalties shall begin to accrue on the day after performance of an activity was due or the day a violation occurs, and shall continue to accrue through the final day of completion of performance of the activity or correction of the violation.

12.5 Except as provided in Section XIII (Dispute Resolution), the J&S Company shall pay stipulated penalties owed to the State no later than thirty (30) days



after the J&S Company's receipt of a written demand from the State. Payment shall be made in the manner set forth in Paragraph 11.3 of Section XI (Reimbursement of Costs). Interest, at the rate provided for in Section 20126a(3) of the NREPA, shall begin to accrue on the unpaid balance at the end of the thirty (30)-day period on the day after payment was due until the date upon which the J&S Company makes full payment of those stipulated penalties and the accrued interest to the MDEQ. Failure to pay the stipulated penalties within thirty (30) days after receipt of a written demand constitutes a further violation of the terms and conditions of this Decree.

12.6 The payment of stipulated penalties shall not alter in any way the J&S Company's obligation to perform the response activities required by this Decree.

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

12.8 Notwithstanding any other provision of this section, the State may waive, in its unreviewable discretion, any portion of stipulated penalties and interest that has accrued pursuant to this Decree.

### **XIII. DISPUTE RESOLUTION**

13.1 Unless otherwise expressly provided for in this Decree, the dispute resolution procedures of this section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Decree. However, the procedures set forth in this section shall not apply to actions by the State to enforce any of the J&S Company's obligations that have not been disputed in accordance with this section. Engagement of dispute resolution pursuant to this section shall not be cause for the J&S Company to delay the performance of any response activity required under this Decree.

13.2 The State shall maintain an administrative record of any disputes initiated pursuant to this section. The administrative record shall include the information the J&S Company provides to the State under Paragraphs 13.3 through 13.5, any Submissions or notices made pursuant to this Decree and any documents the MDEQ and the State rely on to make the decisions set forth in Paragraphs 13.3 through 13.5.

13.3 Any dispute that arises under this Decree with respect to the MDEQ's decision concerning requirements of this Decree shall in the first instance be the subject of informal negotiations between the Project Coordinators representing the MDEQ and the J&S Company. A dispute shall be considered to have arisen on the date that a Party to this Decree receives a written Notice of Dispute from the other Party. The Notice of Dispute shall state the issues in dispute; the relevant facts upon which the dispute is based; factual data, analysis, or opinion supporting the Party's position; and supporting

documentation upon which the Party bases its position. In the event, J&S Company objects to any MDEQ decision concerning the requirements of this Decree, J&S Company shall submit the Notice of Dispute within fourteen (14) days of receipt of the MDEQ's decision. The period of informal negotiations shall not exceed fourteen (14) days from the date a Party receives a Notice of Dispute, unless the time period for negotiations is modified by written agreement between the Parties. If the Parties do not reach an agreement within fourteen (14) days or within the agreed-upon time period, the RRD District Supervisor will thereafter provide the MDEQ's Statement of Position, in writing, to the J&S Company. In the absence of initiation of formal dispute resolution by the J&S Company under Paragraph 13.4, the MDEQ's position as set forth in the MDEQ's Statement of Position shall be binding on the Parties.

13.4 If the J&S Company and the MDEQ cannot informally resolve a dispute under Paragraph 13.3, the J&S Company may initiate formal dispute resolution by submitting a written Request for Review to the RRD Chief, with a copy to the MDEQ Project Coordinator, requesting a review of the disputed issues. This Request for Review must be submitted within fourteen (14) days of the J&S Company's receipt of the Statement of Position issued by the MDEQ pursuant to Paragraph 13.3. The Request for Review shall state the issues in dispute; the relevant facts upon which the dispute is based; factual data, analysis, or opinion supporting the Party's position; and supporting documentation upon which the Party bases its position. When the MDEQ issues a Request for Review, the J&S Company will have thirty (30) days to submit a written rebuttal to the RRD Chief, with copy to the MDEQ Project Coordinator. Within twenty (20) days of the RRD Chief's receipt of the J&S Company's Request for Review

or the J&S Company's rebuttal, the RRD Chief will provide the MDEQ's Statement of Decision, in writing, to the J&S Company, which will include a statement of his/her understanding of the issues in dispute; the relevant facts upon which the dispute is based; factual data, analysis, or opinion supporting his/her position; and supporting documentation he/she relied upon in making the decision. The time period for the RRD Chief's review of the Request for Review may be extended by written agreement between the Parties. In the absence of initiation of procedures set forth in Paragraph 13.5 by the J&S Company, the MDEQ's Statement of Decision shall be binding on the Parties.

13.5 The MDEQ's Statement of Decision pursuant to Paragraph 13.4, shall control unless, within thirty (30) days after J&S Company's receipt of the MDEQ's Statement of Decision, J&S Company files with this Court a motion for resolution of the dispute, which sets forth the matter in dispute, the efforts made by the Parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to insure orderly implementation of this Decree. Within thirty (30) day of J&S Company's filing of a motion asking the Court to resolve a dispute, MDEQ will file with the Court the administrative record that is maintained pursuant to Paragraph 13.2.

13.6 Any judicial review of the MDEQ's Statement of Decision shall be limited to the administrative record. In proceedings on any dispute relating to the selection, extent, or adequacy of any aspect of the response activities that are subject of this Decree, the J&S Company shall have the burden of demonstrating on the administrative record that the position of the MDEQ is arbitrary and capricious or otherwise not in accordance with law or this Decree. In proceedings on any dispute, the J&S Company shall bear the burden of persuasion on factual issues under the applicable standards of review. If the

court finds that the administrative record is incomplete or inadequate, the court may consider supplemental materials. Nothing herein shall prevent MDEQ from arguing that the Court should apply the arbitrary and capricious standard of review to any dispute under this Decree.

13.7 Notwithstanding the invocation of a dispute resolution proceeding, stipulated penalties shall accrue from the first day of the J&S Company's failure or refusal to comply with any term or condition of this Decree, but payment shall be stayed pending resolution of the dispute. In the event, and to the extent that the J&S Company does not prevail on the disputed matters, the MDEQ may demand payment of stipulated penalties and the J&S Company shall pay stipulated penalties as set forth in Paragraph 12.5 of Section XII (Stipulated Penalties). The J&S Company shall not be assessed stipulated penalties or interest for disputes that are resolved in their favor. The MDAG, on behalf of the MDEQ, may take civil enforcement action against the J&S Company to seek the assessment of civil penalties or damages pursuant to Sections 20119(4) and 20137(1) of the NREPA or other statutory and equitable authorities, but shall not seek both stipulated penalties and civil penalties and damages pursuant to Sections 20119(4) and 20137(1) of the NREPA or other statutory or equitable authorities for the same violation.

13.8 Notwithstanding the provisions of this section and in accordance with Section XI (Reimbursement of Costs) and Section XII (Stipulated Penalties), the J&S Company shall pay to the MDEQ that portion of a demand for reimbursement of costs or for payment of stipulated penalties that is not the subject of an ongoing dispute resolution proceeding.

#### **XIV. INDEMNIFICATION AND INSURANCE**

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

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

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

14.4 The State shall provide the J&S Company notice of any claim for which the State intends to seek indemnification pursuant to Paragraphs 14.2 or 14.3.

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

14.6 The J&S Company waives all claims or causes of action against the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for damages, reimbursement, or set-off of any payments made or to be made to the State that arise from, or on account of, any contract, agreement, or arrangement between the J&S Company and any other person for the performance of response activities at the Facility, including any claims on account of construction delays.

14.7 Prior to commencing any response activities pursuant to this Decree and for the duration of this Decree, the J&S Company shall secure and maintain comprehensive general liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00), combined single limit, which names the MDEQ, the MDAG and the State of Michigan as additional insured parties. If the J&S Company demonstrates by evidence satisfactory to the MDEQ that any contractor or subcontractor maintains insurance equivalent to that described above, then with respect to that contractor or subcontractor, the J&S Company needs to provide only that portion, if any, of the insurance described above that is not maintained by the contractor or subcontractor. Regardless of the insurance method used by the J&S Company, and prior to commencement of response activities pursuant to this Decree, the J&S Company shall provide the MDEQ Project Coordinator and the MDAG with certificates evidencing said insurance and the MDEQ, the MDAG, and the State of Michigan's status as additional insured parties. Such certificates shall specify the Coe's Cleaners Facility – J&S Company Property, the Court Case No. 07-083146-CH and the Remediation and Redevelopment Division. In addition, and for the duration of this Decree, the J&S Company shall satisfy, or shall ensure that its contractors or subcontractors satisfy, all applicable laws and regulations regarding the

provision of Workers' Disability Compensation Insurance for all persons performing response activities on behalf of the J&S Company in furtherance of this Decree.

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

15.1 In consideration of the actions that will be performed and the payments that will be made by the J&S Company under the terms of this Decree, and except as specifically provided for in this section and Section XVI (Reservation of Rights by the State), the State of Michigan hereby covenants not to sue or to take further administrative action against the J&S Company for known releases from the Property for:

- (a) Free product removal as performed under this Decree.
- (b) Payment of Past Response Activity Costs and Future Response Activity Costs, excluding Oversight Costs, incurred and paid by the State as set forth in Paragraphs 11.1 and 11.4 of Section XI (Reimbursement of Costs) of this Decree.
- (c) Payment of Oversight Costs, if demanded by the MDEQ, incurred and paid by the State as set forth in Paragraph 11.2.
- (d) Payment of civil fines and penalties and any applicable interest for violations of Part 213 and/or Part 201 of the NREPA that arise from violations beginning before the Effective Date of the Decree.

15.2 The covenants not to sue under this Decree as described below shall take effect upon full compliance with this Decree:

- (a) The covenants not to sue for Free Product that is removed pursuant to this Decree.



(b) The covenants not to sue with respect to J&S Company's liability for the payment of Past Response Activity Costs, Future Response Activity Costs, and Oversight Costs, and any applicable interest.

(c) The covenants not to sue with respect to J&S Company's liability for the payment of civil fines and penalties and any applicable interest for violations of Part 213 and/or Part 201 of the NREPA.

15.3 If a new release is claimed by the MDEQ, the burden of proof will be as provided under Sections 20136(6) and 20129(1) of the NREPA.

15.4 The covenants not to sue extend only to the J&S Company and do not extend to any other person.

#### **XVI. RESERVATION OF RIGHTS BY THE STATE**

16.1 The covenants not to sue apply only to those matters specified in Paragraph 15.1 of Section XV (Covenants Not to Sue by the State). The State expressly reserves, and this Decree is without prejudice to, all rights to take administrative action or to file a new action pursuant to any applicable authority against the J&S Company with respect to the following:

(a) The performance of response activities that are required to comply with this Decree.

(b) Past Response Activity Costs and Oversight Costs that the J&S Company is obligated to pay but has not paid in accordance with this Decree.

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

(d) The past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances taken from the Property or any monitor well included in the Free Product abatement described in Section VI (Performance of Response Activities).

(e) Criminal acts.

(f) Any matters for which the State is owed indemnification under Section XIV (Indemnification and Insurance) of this Decree.

(g) The release or threatened release of hazardous substances that occur during or after the performance of response activities required by this Decree or any other violations of state or federal law for which J&S Company has not received a covenant not to sue.

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

16.3 The MDEQ and the MDAG expressly reserve all of their rights and defenses pursuant to any available legal authority to enforce this Decree.

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

16.5 In addition to, and not as a limitation of any provision of this Decree, the MDEQ and the MDAG retain all of their information-gathering, inspection, access and enforcement authorities and rights under Part 201 and any other applicable statute or regulation.

16.6 Failure by the MDEQ or the MDAG to enforce any term, condition, or requirement of this Decree in a timely manner shall not:

(a) Provide or be construed to provide a defense for the J&S Company's noncompliance with any such term, condition, or requirement of this Decree.

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

16.7 This Decree does not constitute a warranty or representation of any kind by the MDEQ that the response activities performed by the J&S Company in accordance with this Decree will assure protection of public health, safety, or welfare, or the environment.

16.8 Except as provided in Paragraph 15.1 of Section XV (Covenants Not to Sue by the State), nothing in this Decree 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.

#### **XVII. COVENANT NOT TO SUE BY J&S COMPANY**

17.1 The J&S Company hereby covenants not to sue or to take any civil, judicial, or administrative action against the State, its agencies, or their authorized representatives, for any claims or causes of action against the State that arise from this Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Cleanup and Redevelopment Fund pursuant to Section 20119(5) of the NREPA or

any other provision of law. This paragraph shall not apply to petitioning the court under Section XIII (Dispute Resolution).

17.2 The third-party complaint brought by J&S Company against the MDEQ in this case is dismissed with prejudice and without costs.

17.3 After the Effective Date of this Decree, if the MDAG initiates any administrative or judicial proceeding for injunctive relief, recovery of response activity costs, or other appropriate relief relating to the Facility, the J&S Company agrees not to assert and shall not maintain any defenses or claims that are based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, or claim-splitting, or that are based upon a defense that contends any claims raised by the MDEQ or the MDAG in such a proceeding were or should have been brought in this case; provided, however, that nothing in this paragraph affects the enforceability of the covenants not to sue set forth in Section XV (Covenants Not to Sue by the State).

#### **XVIII. CONTRIBUTION**

Pursuant to Section 20129(5) of the NREPA and Section 113(f)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act, 1980 PL 96-510, as amended (CERCLA), 42 USC Section 9613(f)(2); and to the extent provided in Section XV (Covenants Not to Sue by the State), the J&S Company shall not be liable for claims for contribution for the matters set forth in Paragraph 15.1 of Section XV (Covenants Not to Sue by the State) of this Decree, to the extent allowable by law. The parties agree that entry of this Decree constitutes a judicially approved settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 USC 9613(f)(3)(B), pursuant to which J&S Company has, as of the Effective Date, resolved its liability to the MDEQ for the

matters set forth in Paragraph 15.1 of this Decree. Entry of this Decree does not discharge the liability of any other person that may be liable under Section 20126 of the NREPA, or Sections 9607 and 9613 of the CERCLA. Pursuant to Section 20129(9) of the NREPA, any action by J&S Company for contribution from any person that is not a Party to this Decree shall be subordinate to the rights of the State of Michigan if the State files an action pursuant to the NREPA or other applicable state or federal law.

#### **XIX. MODIFICATIONS**

19.1 The Parties may only modify this Decree according to the terms of this section. The modification of any submission or schedule required by this Decree may be made only upon written approval from the MDEQ Project Coordinator.

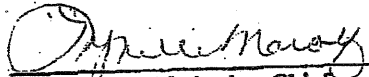
19.2 Modification of any other provision of this Decree shall be made only by written agreement between the J&S Company's Project Coordinator, the RRD Chief, or his or her authorized representative, and the designated representative of the MDAG, and shall be entered with the Court.

#### **XX. SEPARATE DOCUMENTS**

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

IT IS SO AGREED AND DECREED BY:

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY



Dated 11/19/09

Lynelle Marolf, Acting Chief  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality  
P.O. Box 30426  
Lansing, MI 48909-7926  
517-335-1104

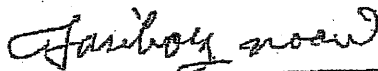
MICHIGAN DEPARTMENT OF ATTORNEY GENERAL



Dated 19 Nov 2009

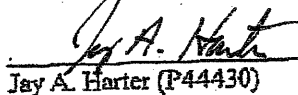
Todd B. Adams (P36819)  
Assistant Attorney General  
Environment, Natural Resources, and  
Agriculture Division  
Michigan Department of Attorney General  
525 W. Ottawa Street, Floor 6  
P.O. Box 30755  
Lansing, MI 48909  
517-373-7540

J&S COMPANY



Dated 11-19-2009

Fariborz Noori, President  
1345 Hollywood Drive  
Monroe, Michigan 48162  
734-242-1287



Dated 11-19-09

Jay A. Harter (P44430)  
Knaggs, Harter, Brake & Schneider, P.C.  
Attorneys for J&S Company  
7521 Westshire Drive, Suite 100  
Lansing, Michigan 48917  
517-622-0590

IT IS SO ADJUDGED AND DECREED THIS 25<sup>th</sup> day of November, 2009.

**STEVEN N. ANDREWS**

Honorable Steven N. Andrews

**A TRUE COPY**

**RUTH JOHNSON**  
Oakland County Clerk, Register of Deeds

By   
Deputy

## Attachment A



17681PC728

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 10 AND THAT PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWN 2 NORTH, RANGE 7 EAST, CITY OF MILFORD, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT INTERSECTION OF NORTH LINE OF EAST COMMERCE ROAD (66 FEET WIDE) WITH WEST LINE OF MAIN STREET, 66 FEET WIDE, AS NOW ESTABLISHED, (INTERIOR ANGLE 89 DEGREES 11 MINUTES 00 SECONDS); THENCE ALONG THE NORTH LINE OF EAST COMMERCE ROAD, SOUTH 88 DEGREES 02 MINUTES 00 SECONDS WEST, 150 FEET; THENCE ALONG THE WEST PROPERTY LINE (INTERIOR ANGLE 90 DEGREES 49 MINUTES 00 SECONDS) NORTH 02 DEGREES 47 MINUTES 00 SECONDS WEST, 150 FEET; THENCE ALONG THE NORTH PROPERTY LINE (INTERIOR ANGLE 89 DEGREES 11 MINUTES 00 SECONDS) NORTH 88 DEGREES 02 MINUTES 00 SECONDS EAST, 146.92 FEET; THENCE ALONG THE WESTERLY LINE OF MILFORD ROAD, 66 FEET WIDE, AS NOW ESTABLISHED, ON A CURVE TO THE RIGHT (INTERIOR ANGLE TO CHORD OF SAID CURVE 93 DEGREES 39 MINUTES 55 SECONDS) RADIUS 622.98 FEET, AN ARC DISTANCE OF 61.92 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF MAIN STREET; THENCE ALONG THE WEST LINE OF MAIN STREET (INTERIOR ANGLE 177 DEGREES 09 MINUTES 05 SECONDS TO CHORD OF MILFORD ROAD CURVE) SOUTH 2 DEGREES 47 MINUTES 00 SECONDS EAST, 88.20 FEET TO THE POINT OF BEGINNING.

16-10-228-003

Attachment B

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
REMEDATION AND REDEVELOPMENT DIVISION**

Date: 01/10/2008

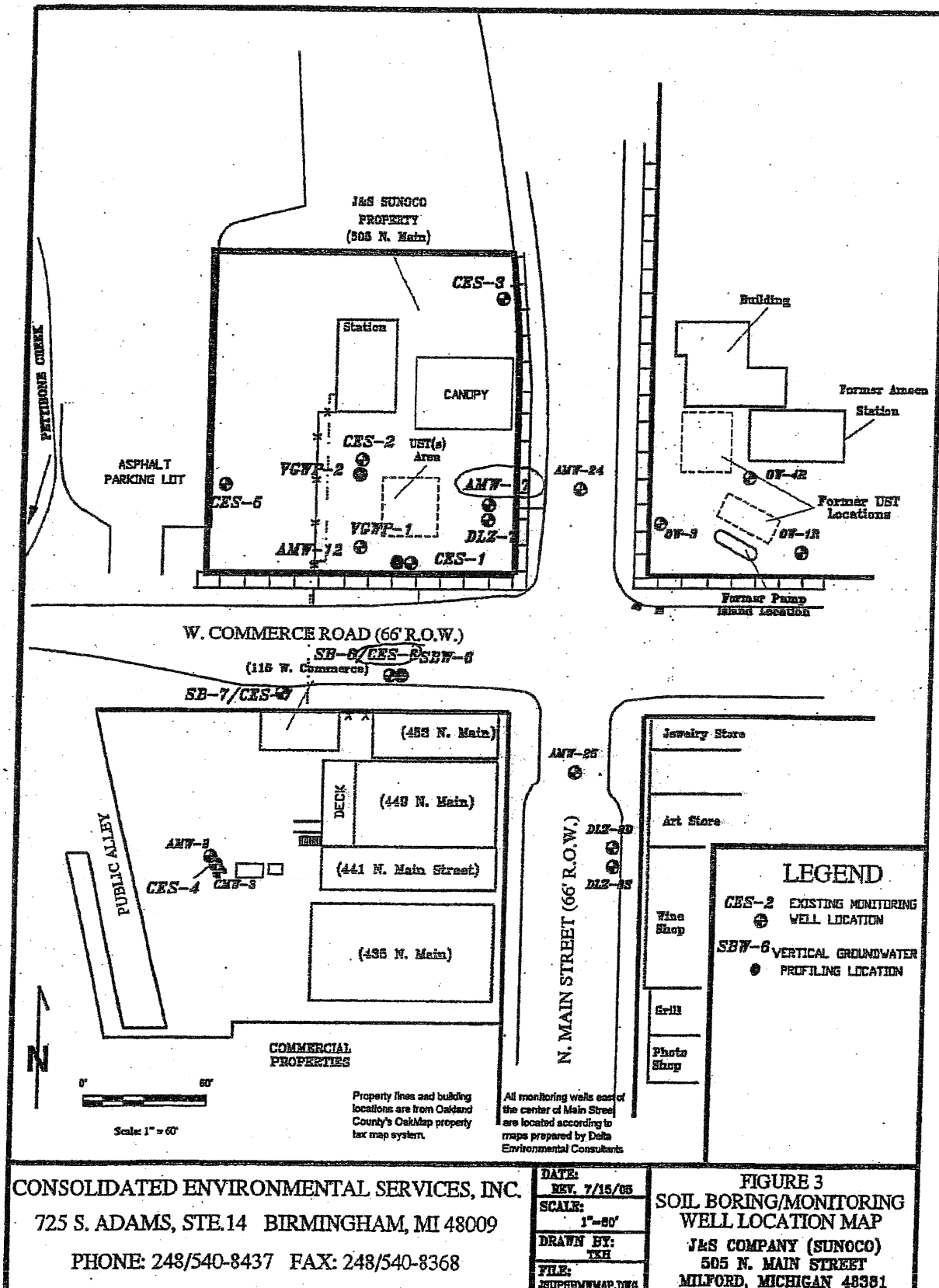
**Cost Recovery Summary Report - Combined**

Site Name: Village of Milford Area Wide Groundwater Contamination  
County: Oakland  
Site ID: 63001005, 63000205, 63005874  
Project Number: 455179-00; 444061-00; 442489-00

Total for Employee Salaries and Wages		
Period Covered: 07/12/1997 - 08/11/2007	\$159,347.20	
Indirect Dollars	\$27,729.88	
Sub-Total		\$187,077.08
Total for Employee Travel Expenses		
Period Covered: 06/29/1997 - 12/16/2006		\$4,382.71
Contractual Expenses		
Tetra Tech NUS (Proj Mgt) (Y90396A)		
Period Covered: 05/02/1999 - 12/30/2001	\$47,677.96	
Tetra Tech NUS (Proj Mgt) (Y90513A)		
Period Covered: 02/28/2000 - 12/30/2001	\$234,905.69	
Trace Analytical Laboratories, Inc. (Y80243)		
Period Covered: 05/17/2001 - 10/03/2001	\$3,034.00	
Tetra Tech NUS (2001 PM) (Y01422F)		
Period Covered: 01/28/2002 - 03/10/2006	\$1,370,729.68	
Weston Solutions Inc (2000 LOE) (P5201046)		
Period Covered: 03/31/2003 - 03/09/2007	\$149,935.89	
Tetra Tech NUS (2001 PM) (Y01302F)		
Period Covered: 03/31/2003 - 03/10/2006	\$190,552.74	
Bio-Chem Environmental Analytical Labora (Y03090)		
Period Covered: 05/03/2004 - 05/13/2004	\$3,405.00	
Tri-Media Consultants, Inc (Y06120)		
Period Covered: 08/31/2006 - 08/13/2007	\$113,958.97	
Weston Solutions, Inc - LOE 2005 (P6200589)		
Period Covered: 03/15/2007 - 07/18/2007	\$26,423.09	
Contract Sub-Total		\$2,140,623.02
Total for Miscellaneous Expenses		
Period Covered: 11/20/1998 - 04/27/2007		\$7,476.63
MDNR/MDEQ Lab		
Period Covered: 10/28/97 - 09/12/2007		\$173,737.44
Attorney General Expenses		
Period Covered: 07/01/2007 - 08/31/2007		\$9,855.00
Other Expenses		
Period Covered:		\$0.00
Sub-Total		\$2,523,151.88
Interest Calculated from 06/23/2003 through 09/30/2007		\$1,208,582.59
Total Combined Expenses for Site and Interest		\$3,731,734.47

01823a

## Attachment C

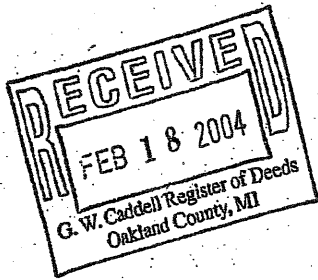


CONSOLIDATED ENVIRONMENTAL SERVICES, INC.  
725 S. ADAMS, STE.14 BIRMINGHAM, MI 48009  
PHONE: 248/540-8437 FAX: 248/540-8368

DATE: REV. 7/15/05  
SCALE: 1"=60'  
DRAWN BY: TSH  
FILE: JSUPHEMWMAP.DWG

## Attachment D

LIBER32540 PG289



141973  
LIBER 32540 PAGE 289  
\$13.00 HISC RECORDING  
\$4.00 REINUMENTATION  
03/19/2004 11:43:17 A.M. RECEIPT# 35356  
PAID RECORDED - OAKLAND COUNTY  
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

LIEN PLACEMENT

First Party: State of Michigan  
Department of Environmental Quality  
P.O. Box 30426  
Lansing, Michigan 48909-7926

Second Party: J&S Company, Inc.  
c/o Mr. Fariborz Noori, President  
1345 Hollywood Boulevard  
Monroe, Michigan 48162

G/CSC Ltd.  
c/o Ms. Susan Barnett, President  
3723 Summit Court  
Wixom, Michigan 48393

NOTICE OF CLAIM OF INTEREST IN REAL PROPERTY

Site No.: 631005  
District: SE MI

Notice is hereby given that the State of Michigan, Department of Environmental Quality (DEQ), claims a statutory interest under Section 20138(1) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.*, against the following property situated in Milford, Oakland County, Michigan, described as:

# All that part of the NE ¼ of Section 10 and that Part of the NW ¼ of Section 11, T2N, R7E, described as:  
Beginning at intersection of North line of East Commerce Road (66 feet wide) with West line of Main Street, 66 feet wide, as now established, (Interior Angle 89 degrees 11 minutes 00 seconds); thence along the North line of East Commerce Road, South 88 degrees 02 minutes 00 seconds West, 150 feet; thence along the West property line (Interior Angle 90 degrees 49 minutes 00 seconds) North 02 degrees 47 minutes 00 seconds West, 150 feet; thence along the North property line (Interior Angle 89 degrees 11 minutes 00 seconds) North 88 degrees 02 minutes 00 seconds East, 146.92 feet; thence along the Westerly line of Milford Road, 66 feet wide, as now established, on a curve to the right (Interior Angle to chord of said curve 93 degrees 39 minutes 55 seconds) radius 622.98 feet, an arc distance of 61.92 feet to the point of intersection with the West line of Main Street; thence along the West line of Main Street (Interior Angle 177 degrees 09 minutes 05 seconds to chord of Milford Road curve) South 2 degrees 47 minutes 00 seconds East, 88.20 feet to the POB. Parcel ID No. 16-10-228-003.

Document Date	Assessment Number	Amount
11/26/2003	11-03-631005-95	\$834,657.16

The above-referenced amount represents the response activity costs incurred by the State of Michigan as of March 1, 2003, at the above-referenced property. The amount of the statutory lien may include additional response activity costs, damage assessment costs, and any and all interest authorized to be recovered under state and federal law. This statutory lien in favor of the State of Michigan, DEQ, Remediation and Redevelopment Division (RRD), exists and

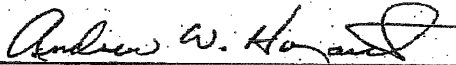
O.K. - AW

Page 2

Assessment No. 11-03-631005-95

continues until the liability for such costs and damages is satisfied or becomes unenforceable through the operation of the statute of limitations as provided for under Section 20140 of the NREPA.

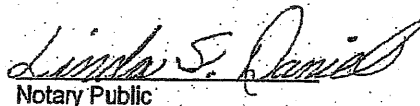
STATE OF MICHIGAN, DEPARTMENT OF ENVIRONMENTAL QUALITY



Andrew W. Hogarth, Chief, Remediation and Redevelopment Division

STATE OF MICHIGAN, COUNTY OF INGHAM

The foregoing instrument was acknowledged before me this 17th day of November, 2003 by Andrew W. Hogarth, Chief of the RRD, DEQ, an authorized representative, on behalf of the DEQ.

  
Notary Public

Prepared by: Jacqueline Barnett  
RRD, DEQ,  
P.O. Box 30426  
Lansing, Michigan 48909-7926

LINDA S. DANIEL  
Notary Public, Ingham Co., MI  
My Comm. Expires Jan. 2, 2007