STATE OF MICHIGAN
IN THE 30TH JUDICIAL CIRCUIT COURT
INGHAM COUNTY

MICHIGAN DEPARTMENT
OF ENVIRONMENTAL QUALITY,

Plaintiff,

v

ENGINEERING TUBE
SPECIALTIES, INC., and
MYRON INVESTMENTS, LLC,
a limited liability company,

Defendants.

File No. 11-1157-CE

Honorable James S. Jamo

CONSENT DECREE

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ATTACHMENTS

CONSENT DECREE

Plaintiff is the Michigan Department of Environmental Quality (MDEQ or Plaintiff) and Defendant is Engineering Tube Specialties, Inc. (ETS or Defendant), collectively the Parties.

This Consent Decree (Decree) is entered pursuant to the agreement of the Parties to resolve all issues relating to this litigation and the satisfaction of the Judgment entered on July 30, 2014. It requires the preparation and performance of a Remedial Investigation (RI) and Remedial Action to address the facility located at and in the vicinity of 85 Myron Street, Ortonville, Michigan (ETS Facility or Facility), and includes provisions prescribing new requirements concerning required payments of Past and Future Response Activity Costs and civil fines. The Parties agree 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 Defendant 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, 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 Section 20137 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). This Court also has personal jurisdiction over Defendant. Defendant waives all objections and defenses that it may have with respect to the 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 Defendant and the MDEQ and their successors and assigns. Except as otherwise provided by law, any change in the ownership, corporate, or legal status of Defendant, including, but not limited to, any transfer of assets, or of real or personal

property, shall not in any way alter Defendant's responsibilities under this Decree. To the extent that Defendant is the owner of a part or all of the Facility (as defined in Paragraph 4.4 of this Decree), and prior to termination of this Decree pursuant to Section XXIII (Termination of Decree), Defendant 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. Defendant shall comply with the requirements of Section 20116 of Part 201 of the NREPA and the Part 201 Administrative Rules (Part 201 Rules).

2.2 Notwithstanding the terms of any contract that Defendant may enter with respect to the performance of response activities pursuant to this Decree, Defendant shall comply with the terms of this Decree and 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 Plaintiff and Defendant to minimize further litigation and ensure that Defendant performs response activity at the Facility in accordance with Part 201 of NREPA. Specifically, Defendant will: (a) conduct a remedial investigation to

determine the nature and extent of TCE at the Facility; to determine the nature and extent of any threat to the public health, safety, welfare, or the environment, caused by a release or threatened release of TCE from the Facility; and to support the selection of appropriate remedial action for the Facility; (b) perform interim response activities in accordance with Part 201 of NREPA; (c) develop and submit to the MDEQ a Remedial Action Plan that complies with Part 201; (d) perform an MDEQ-approved Remedial Action Plan in accordance with its implementation schedule to remediate the Facility; (e) make payment of Past Response Activity Costs and civil fines awarded by the Judgment entered on July 30, 2014, as provided in Paragraph 14.1 of Section XIV (Reimbursement of Costs and Payments of Civil Fines); (f) reimburse the State for its Future Response Activity Costs as provided in Section XIV (Reimbursement of Costs and Payments of Civil Fines); and (g) pay stipulated penalties as provided in Section XV (Stipulated Penalties).

IV. DEFINITIONS

4.1 "Certificate of Completion" means a written response provided by the Plaintiff confirming that response activities have been completed in accordance with the applicable requirements of Part 201 of NREPA and that the performance objectives in Paragraph 6.1 of this Decree have been met. Issuance of a Certificate of Completion does not mean that Defendant has met all requirements of this Decree, including, but not limited to, long term

monitoring, operation and maintenance, or paying costs, fees, fines, interest or penalties.

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

4.3 "Effective Date" means the date that the Court enters this Decree.

4.4 "Facility" or "ETS Facility" means any area, place, parcel, or parcels of property, or portion of property where TCE in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located, as a result of release(s) at and emanating from the Property.

4.5 "Future Response Activity Costs" means all costs lawfully incurred by the State after the Effective Date to 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, review and comment on Submissions, collect and analyze samples, evaluate data, purchase equipment and supplies to perform monitoring activities, attend and participate in meetings, prepare and review cost reimbursement documentation, and perform response activities pursuant to

Paragraph 6.12 (the MDEQ's Performance of Response Activities) and Section IX (Emergency Response). Contractor costs are also considered Future Response Activity Costs.

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

4.7 "Part 201" means Part 201 of the NREPA, MCL 324.20101 *et seq.*, the Part 201 Administrative Rules, and the criteria developed under MCL 324.20120a(1).

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

4.9 "Party" means either Defendant or the MDEQ. "Parties" means Defendant and the MDEQ.

4.10 "Past Response Activity Costs" means the response activity costs that the MDEQ was awarded pursuant to the Judgment entered on July 30, 2014 by the Honorable Judge Jamo in the 30th Judicial Circuit Court, Ingham County, File No. 11-1157-CE.

4.11 "ETS" means Engineering Tube Specialties, Inc., its successors and assigns, and any authorized person acting on its behalf.

4.12 "Property" means the property located at 85 Myron Street, Ortonville, Michigan and described in the legal description provided in Attachment A.

4.13 "Response Activity Costs" means all costs incurred in taking or conducting a response activity, including enforcement costs.

4.14 "Response Activity Plan" means a plan for undertaking response activities. A Response Activity Plan may include one or more of the following:

(a) A plan to undertake interim response activities;

(b) A plan for evaluation activities;

(c) A feasibility study; or

(d) A remedial action plan.

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

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

4.17 "Submissions" means all plans, reports, schedules, and other submissions that Defendant is required to provide to the State or the MDEQ pursuant to this Decree. "Submissions" does not include the notifications set forth in Section X (*Force Majeure*) or Section XVI (Dispute Resolution).

4.18 "TCE" means trichloroethylene and 1,1 Dichloroethylene, cis 1,2, Dichloroethylene, trans 1,2 dichloroethylene and vinyl chloride resulting from a release of trichloroethylene from the Facility.

4.19 Unless otherwise stated herein, all other terms used in this Decree that are defined in Part 3 or Part 201 of the NREPA or the Part 201

Rules, shall have the same meaning in this Decree as in Part 3 or Part 201 of the NREPA or 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, 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 Defendant's obligations to obtain and maintain compliance with permits that are necessary for the performance of response activities under this Decree.

VI. PERFORMANCE OF RESPONSE ACTIVITIES

6.1 Performance Objectives

Defendant shall perform all response activities at the Facility necessary to comply with the requirements of Part 201 to meet the performance objectives outlined in this Decree.

(a) To the extent that Defendant is the owner or operator of part or all of the Facility, Defendant shall comply with Section 20107a of the NREPA and the Part 201 Rules.

(b) Defendant shall perform interim response activities (IRA) as required by Paragraph 6.4. The performance objective of the IRA is to:

(i) Prevent the unacceptable exposure to TCE.

(ii) Implement any other IRA determined by Defendant or Plaintiff to be appropriate based on the factors provided in Part 201 and submit a work plan for approval upon the request of Plaintiff.

(c) Defendant shall conduct a remedial investigation (RI). The performance objective of the RI is to assess Facility conditions in order to select an appropriate remedial action in compliance with the provisions of Part 201 of NREPA. The RI shall be designed to identify any existing source areas for any releases of TCE at the Facility, and define the nature, concentration and extent of TCE at the Facility. The RI will delineate the present horizontal and vertical boundaries of the Southeastern Plume identified in the Snell Environmental Group *Remedial Investigation Technical Memorandum Mill Street Residential Wells* dated April 2000 and the DLZ Michigan, Inc. *Supplemental Remedial Investigation Technical Memorandum Mill Street Residential Wells Ortonville, Michigan* dated July 2002.

(d) Defendant shall perform remedial actions at the Facility as required by Paragraph 6.7. The performance objectives of any remedial actions shall include:

(i) Satisfying and maintaining compliance with the cleanup criteria as established under Section 20120a or Section 20120b of the NREPA, and complying with all applicable requirements of Sections 20114c, 20118, 20120a, 20120d, and 20120e of the NREPA and the Part 201 Rules; and

(ii) Assuring the ongoing effectiveness and integrity of the remedial action specified in an MDEQ-approved Response Activity Plan.

6.2 In accordance with this Decree, all Response Activity Plans will be designed to achieve the performance objectives identified in Paragraph 6.1. Defendant shall perform the response activities contained in each MDEQ-approved Response Activity Plan in accordance with the requirements of Part 201 and this Decree. Upon MDEQ approval, each component of each Response Activity Plan and any approved modifications shall be deemed incorporated into this Decree and made an enforceable part of this Decree. If there is a conflict between the requirements of this Decree and any MDEQ-approved Response Activity Plan, the requirements of this Decree shall prevail.

6.3 Documentation of Compliance with Section 20107a of the NREPA

To the extent that Defendant owns or operates a part or all of the Facility, Defendant shall maintain and, upon the MDEQ's request, submit to

the MDEQ for review and approval, documentation that summarizes the actions Defendant has taken or is taking to comply with Section 20107a of the NREPA and the Part 201 Rules. Failure of Defendant to comply with the requirements of this Paragraph shall constitute a violation of this Decree and shall be subject to the provisions of Section XV (Stipulated Penalties) of this Decree.

6.4 Interim Response Activities (IRA)

(a) If Defendant has reason to believe that TCE is migrating beyond the known boundaries of its Property at a concentration in excess of cleanup criteria for unrestricted residential use, Defendant shall notify the MDEQ and the owners of property where the hazardous substances are present as required in Section 20114(1)(b)(ii) of the NREPA. If Defendant believes that the migration of TCE poses an unacceptable risk to the public's health, safety or welfare, or the environment, within 30 days of learning of such conditions, Defendant shall submit to the MDEQ, for review and approval, a Response Activity Plan for IRA. The Response Activity Plan for IRA shall provide the following:

(i) A detailed description of the specific work tasks that will be conducted pursuant to the Response Activity Plan and a description of how these work tasks will meet the performance objectives described in Paragraph 6.1(b).

(ii) A description of how the proposed IRA will be consistent with the remedial action that is anticipated to be selected for the Facility in an MDEQ-approved remedial action plan, if known.

(iii) Implementation schedules for conducting the response activities and for submitting progress reports and an IRA report.

(iv) A plan for obtaining access to any properties not owned or controlled by Defendant that is needed to perform the response activities contained in the Response Activity Plan.

(v) A description of the nature and amount of waste materials expected to be generated during the performance of response activities and the name and location of the facilities Defendant proposes to use for the off-site transfer, storage, and treatment or disposal of those waste materials.

(vi) A description of how soil relocation will comply with Section 20120c of the NREPA and the Part 201 Rules.

(b) Defendant shall continue to evaluate the appropriateness of IRA based on the relevant factors set forth in Part 201 and undertake additional IRA if needed to comply with Part 201. Evaluation and compliance with the IRA requirements shall be documented and provided to the MDEQ in the Progress Reports submitted pursuant to Paragraph 6.11.

(c) If the MDEQ determines, after reviewing the progress reports provided by Defendant, that additional or revised IRA is required to comply with Part 201, upon notice of that determination, Defendant shall submit to the MDEQ, for review and approval, a Response Activity Plan for IRA or revised IRA. Defendant shall submit the additional or revised IRA Response Activity Plan within 30 days of MDEQ's determination that additional or revised IRA is needed. An additional or revised IRA Response Activity Plan shall provide the same information contained in Paragraphs 6.4(a)(i) through (vi).

(d) Within 30 days of receiving the MDEQ's approval of the additional or revised IRA Response Activity Plan, Defendant shall commence performance of the response activities contained in the plan, subject to the provisions for securing access to property in Paragraph 7.2 of Section VII (Access), and submit progress reports and an IRA report in accordance with the MDEQ-approved implementation schedule.

6.5 Remedial Investigation (RI)

(a) Within 120 days after the Effective Date of this Decree, Defendant shall submit to the MDEQ, for review and approval, a Response Activity Plan for conducting an RI. The Response Activity Plan for the RI shall provide the following:

(i) A description of the specific work tasks that will be conducted, and a description of how these work tasks will meet the performance objectives described in Paragraph 6.1(c).

(ii) A description of the history and nature of operations at the Facility.

(iii) Implementation schedules for conducting the work tasks and for submitting progress reports and an RI Report (described in Paragraph Section 6.6).

(iv) A plan for obtaining access to any properties not owned or controlled by Defendant that is needed to perform the response activities contained in the work plan.

(v) A description of the nature and amount of waste materials expected to be generated during the performance of RI and the name and location of the facilities Defendant proposes to use for the off-site transfer, storage, and treatment or disposal of those waste materials.

(vi) A description of how soil relocation will comply with Section 20120c of the NREPA and the Part 201 Rules.

(b) Within 30 days of receiving the MDEQ's approval of the RI work plan, Defendant shall begin implementation of the response activities contained in that plan and submit progress reports in accordance with the approved implementation schedule.

6.6 RI Report

(a) Within 60 days of completing the RI, Defendant shall submit to the MDEQ, for review and approval, an RI Report. The RI Report shall provide the following:

(i) Results of the RI.

(ii) Information and data necessary to select an effective remedy.

(iii) An evaluation of alternative remedial action(s) identified that would effectively address the TCE.

(b) If Defendant believes that the RI discloses evidence sufficient to prove by a preponderance of the evidence that Defendant is not responsible for an activity causing a release or threat of release of TCE, Defendant may submit a request to MDEQ to terminate this Decree pursuant to Paragraph 23.1 of Section XXIII (Termination of Decree).

(c) If the MDEQ disagrees with Defendant that the results of the RI prove that Defendant is not responsible for an activity causing a release or threat of release of TCE, the MDEQ may conduct sampling, at no costs to Defendant, to verify the results of the RI. Defendant will grant access to the Property upon MDEQ's request.

(d) If, after the verification sampling, MDEQ still disagrees that the results of the RI prove Defendant is not responsible for an activity causing a release or threat of release of TCE, Defendant may seek to

resolve the dispute pursuant to Section XVI (Dispute Resolution) of the Decree.

6.7 Remedial Action Plan (RAP)

(a) Within 90 days of receiving MDEQ approval of the RI Report as specified by the procedure set forth in Section XIII (Submissions and Approvals), Defendant shall submit a Remedial Action Plan to the MDEQ for review and approval. The RAP shall provide for the following:

(i) All requirements of Sections 20118, 20120, 20120a, 20120b, and 20120d of the NREPA and the Part 201 Rules.

(ii) A description of the specific work tasks to be conducted pursuant to the RAP, a description of how these work tasks will meet the performance objectives described in Paragraph 6.1(d) of this Decree, and a description and supporting documentation of how the results of the RI, and other response activities that have been performed at the Facility, support the selection of the remedial action contained in the RAP.

(iii) Implementation schedules for conducting the response activities identified in the RAP and for submitting progress reports.

(iv) If the RAP proposes to rely upon land and resource use restrictions to ensure the effectiveness and integrity of any containment or exposure barrier, or other land use or resource use restrictions necessary to ensure the effectiveness and integrity of the remedy, the RAP shall include an explanation of the land and resource restrictions

that will be utilized to comply with Section 20121 of the NREPA. Defendant may include a draft land and resource use restriction in an instrument allowed for under Section 20121 if there is sufficient information to develop the land and resource use restrictions.

(v) A plan for obtaining access to any properties not owned or controlled by Defendant that is needed to perform the response activities contained in the RAP.

(vi) A description of the nature and amount of waste materials expected to be generated during the performance of response activities and the name and location of the facilities Defendant proposes to use for the off-site transfer, storage, and treatment or disposal of those waste materials.

(vii) A description of how soil relocation will comply with Section 20120c of the NREPA and the Part 201 Rules.

(viii) Identification of the conditions, including the performance standards, which may be used to define construction completion (if applicable).

(b) Within 30 days of receiving the MDEQ's approval of the RAP, Defendant shall begin implementation of the response activities contained in the RAP and submit progress reports in accordance with the approved implementation schedule.

(c) Within 30 days of the Effective Date of this Decree, Defendant shall submit to the MDEQ a Quality Assurance Project Plan (QAPP) which describes the quality control, quality assurance, sampling protocol, and chain of custody procedures that will be used in carrying out the tasks required by this Decree. The QAPP shall be developed in accordance with the United States Environmental Protection Agency's (EPA) "EPA Requirements for Quality Assurance Project Plans," EPA QA/R 5, March 2001; "Guidance for Quality Assurance Project Plans," EPA QA/G 5, December 2002; and "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," American National Standard ANSI/ASQC E4 1994. Defendant shall use the sampling methods, analytical methods, and analytical detection levels specified in the RRD Operational Memorandum No. 2, Sampling and Analytical Guidance, dated July 5, 2007, including all applicable attachments. Defendant shall use the MDEQ 2002 Sampling Strategies and Statistics Training Materials for Part 201 Cleanup Criteria (S3TM) to determine the number of samples required to verify the cleanup and to determine sampling strategy. Defendant shall comply with documents that supersede or amend the above documents, and may utilize other methods demonstrated by Defendant to be appropriate as approved by the MDEQ.

(d) Within 30 days of the Effective Date of this Decree, Defendant shall submit to the MDEQ a Health and Safety Plan (HASP)

developed in accordance with the standards promulgated pursuant to the National Contingency Plan, 40 CFR 300.150; the Occupational Safety and Health Act of 1970, 29 CFR 1910.120; and the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, MCL 408.1001 *et seq.* Defendant shall perform response activities in accordance with the HASP.

6.8 Achievement Report and Postclosure Plan

(a) If the remedial action provided for in the MDEQ-approved RAP satisfies cleanup criteria for unrestricted residential use, or Defendant determines the performance objectives in Paragraph 6.1 of this Decree have otherwise been achieved, Defendant shall submit a request for a Certificate of Completion and an Achievement Report to the MDEQ for review and approval.

(b) The Achievement Report shall include:

(i) A summary of response activities undertaken to satisfy the performance objectives of this Decree and cleanup criteria provided in the RAP and supporting documentation and data.

(ii) A draft Postclosure Plan if required to comply with Section 20114c of the NREPA. The draft Postclosure Plan shall include draft land or resource use restrictions, and shall also include documentation from property owners, easement holders, or local units of government that any proposed land or resource use restrictions or permanent

markers can or will be placed or enacted. The land and resource use restriction shall comply with applicable requirements of Section 20121 of the NREPA.

(iii) If the Postclosure Plan requires the placement of land or resource use restrictions, Defendant shall provide a copy of the land and resource use restriction with the Liber and Page numbers (if recorded) to the MDEQ within 30 days of it being recorded, enacted, published, or issued.

(iv) If the performance of monitoring or operation and maintenance are necessary to ensure the ongoing effectiveness and integrity of the remedial action, a plan describing those monitoring and/or operation and maintenance response activities.

(c) Upon receipt of the request for a Certificate of Completion and Achievement Report, MDEQ shall review the Achievement Report pursuant to the procedures set forth in Section XIII (Submissions and Approvals) and approve that report with or without conditions, or disapprove that report, in accordance with those procedures. Defendant may appeal the MDEQ's decision in accordance with Section XVI (Dispute Resolution) of this Decree.

(d) Notwithstanding the provisions of Section XIII (Submissions and Approvals), the MDEQ shall not assess stipulated penalties

pursuant to Section XV (Stipulated Penalties) for failure to properly complete any submission or resubmission of the Achievement Report.

(e) If the remedial action relies on the placement of land or resource use restrictions, Defendant shall finalize or place any land and resource use restrictions within 30 days of receipt of MDEQ approval of the Achievement Report. Within 30 days of receipt of the final land and resource use restrictions pursuant to Paragraph 6.8(b)(iii), the MDEQ will issue the Certificate of Completion.

(f) If the remedial action does not rely on the placement of land or resource use restrictions, the MDEQ will issue the Certificate of Completion upon its Approval of the Achievement Report.

6.9 Modification of a Response Activity Plan

(a) If the MDEQ determines that a modification to a Response Activity Plan is necessary to meet and maintain the applicable performance objectives specified in Paragraph 6.1, to comply with Part 201, or to meet any other requirement of this Decree or applicable law, the MDEQ may require that such modification be incorporated into a Response Activity Plan previously approved by the MDEQ under this Decree. If extensive modifications are necessary, the MDEQ may require Defendant to develop and submit a new Response Activity Plan. Defendant may request a modification to a Response Activity Plan by submitting a description of and justification for a proposed change to the MDEQ for review and approval.

Except as otherwise provided in this Paragraph, any such request must be forwarded to the MDEQ at least 30 days prior to the date that the performance of any affected response activity is due. If the need for a modification is discovered within 30 days of the date that the performance of the affected response activity is due, Defendant may forward its request for a modification of the Response Activity Plan to the MDEQ within 30 days of the date that Defendant becomes aware of the need for the requested modification. Any Response Activity Plan modifications or new work plans shall be developed in accordance with the applicable requirements of this section and to the extent not otherwise approved by the MDEQ, the modification or new work plan shall be submitted to the MDEQ for review and approval in accordance with the procedures set forth in Section XIII (Submissions and Approvals).

(b) Upon receipt of the MDEQ's approval, Defendant shall perform the response activities specified in a modified Response Activity Plan or a new Response Activity Plan in accordance with the MDEQ-approved implementation schedules.

6.10 Public Notice and Public Meeting Requirements

Plaintiff will provide any public notice or process any request for a public meeting in conformance with the provisions of Section 20120d of the NREPA. Upon the MDEQ's request, Defendant shall assist the MDEQ in preparing the summary document described in MCL 324.20120d(4).

6.11 Progress Reports

(a) Defendant shall provide the MDEQ Project Manager written progress reports regarding response activities at the Facility. These progress reports shall include the following:

(i) A description of the response activities that have been taken toward achieving compliance with this Decree during the specified reporting period.

(ii) All results of sampling and tests and other data that relate to the response activities performed pursuant to this Decree received by Defendant, its contractors, subcontractors, authorized representatives or agents during the specified reporting period.

(iii) The status of any access issues that have arisen, which affect or may affect the performance of response activities, and a description of how Defendant proposes to resolve those issues and the schedule for resolving the issues.

(iv) A description of the nature and amount of waste materials that were generated and the name and location of the facilities that were used for the off-site transfer, storage, and treatment or disposal of those waste materials, including copies of all waste manifests.

(v) A description of data collection and other activities scheduled for the next reporting period.

(vi) 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) The first progress report shall be submitted to the MDEQ within 30 days following receipt of MDEQ's approval of the RI work Plan. Thereafter, progress reports shall be submitted quarterly.

6.12 The MDEQ's Performance of Response Activities

If Defendant 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 30 days prior written notice to Defendant, take over the performance of those response activities as provided in Paragraph 19.4 of Section XIX (Reservation of Rights by the State). The MDEQ, however, is not required to provide 30 days written notice prior to performing response activities that the MDEQ determines are necessary pursuant to Section IX (Emergency Response) of this Decree. If the MDEQ finds it necessary to take over the performance of response activities that Defendant is obligated to perform under this Decree, Defendant 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 "Future Response Activity Costs" as defined in Paragraph 4.5 of Section IV (Definitions) and Defendant shall provide reimbursement of these costs and any accrued interest to the State in accordance with Section XIV (Reimbursement of Costs and Payment of Civil Fines) of this Decree.

VII. ACCESS

7.1 Upon the Effective Date of this Decree, and until termination of this Decree pursuant to Section XXIII (Termination of Decree), Defendant shall allow the MDEQ and its authorized employees, agents, representatives, contractors, and consultants to enter the Facility at all reasonable times to the extent access to the Facility is controlled by, or available to Defendant for the purpose of conducting any activity for which access is required for implementation of this Decree. Upon presentation of proper credentials and making a reasonable effort to contact the person in charge of the Facility, and subject to the rights of others who are not parties to this Consent Decree, MDEQ staff and its authorized employees, agents, representatives, contractors, and consultants shall be allowed to enter the Facility 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, planning, or conducting investigations relating to the Facility;

(d) Obtaining samples;

(e) Assessing the need for, 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 ensure the effectiveness and integrity of the remedial action;

(g) Inspecting and copying non-privileged records, operating logs, contracts, or other documents;

(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 response activities are to be performed by Defendant under this Decree, is owned or controlled by persons other than Defendant, Defendant shall use its

best efforts to secure from such persons written access agreements or judicial orders providing access for the Parties and their authorized employees, agents, representatives, contractors, and consultants. Defendant shall provide the MDEQ with a copy of each written access agreement or judicial order secured pursuant to this section. For purposes of this paragraph, "best efforts" includes, but is not limited to, providing reasonable consideration acceptable to the owner for access or taking judicial action to secure such access. If judicial action is required to obtain access, Defendant shall provide documentation to the MDEQ that such judicial action has been filed in a court of appropriate jurisdiction no later than 60 days after Defendant's receipt of the MDEQ's approval of the Response Activity Plan for which such access is needed. If Defendant has not been able to obtain access within 60 days after filing judicial action, Defendant shall promptly notify the MDEQ of the status of its efforts to obtain access and shall describe how any delay in obtaining access may affect the performance of response activities. Any delay in obtaining access shall not be an excuse for delaying the performance of response activities, unless the MDEQ determines that the delay was caused by a *Force Majeure* event pursuant to Section X (*Force Majeure).*

7.3 During the time that the provisions of this Consent Decree remain in effect, any lease, purchase, contract, or other agreement entered into by Defendant 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 and Section XI (Record Retention/Access to Information) of this Decree.

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. SAMPLING AND ANALYSIS

8.1 All sampling and analysis conducted pursuant to this Decree shall be in accordance with the QAPP specified in Paragraph 6.7(c) and the MDEQ-approved Response Activity Plans.

8.2 Defendant, or its consultants or subcontractors, shall provide the MDEQ a ten (10) day notice prior to any sampling activity to be conducted pursuant to this Decree to allow the MDEQ Project Manager, or his or her authorized representative, the opportunity to take split or duplicate samples or to observe the sampling procedures. In circumstances where a ten (10) day notice is not possible, Defendant, or its consultants or subcontractors, shall provide notice of the planned sampling activity as soon as possible to the MDEQ Project Manager and explain why earlier notification was not possible. If the MDEQ Project Manager concurs with the explanation provided, Defendant may forego the ten (10) day notification period for that particular sampling event.

8.3 Defendant shall provide the MDEQ with the results of all environmental sampling and other analytical data generated in the performance or monitoring of any requirement under this Decree, Part 201, Part 211, Part 213, or Part 31 of the NREPA, or other relevant authorities. These results shall be included in the progress reports set forth in Paragraph 6.11 of this Decree.

8.4 For the purpose of quality assurance monitoring, Defendant shall use its best efforts to ensure that the MDEQ and its authorized representatives be allowed access to any laboratory used by Defendant in implementing this Decree.

IX. EMERGENCY RESPONSE

9.1 If during the course of Defendant performing response activities pursuant to this Decree, an act or the occurrence of an event caused by Defendant or its employees, agents, contractors, subcontractors or consultants, results in 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, Defendant shall immediately undertake all appropriate actions to prevent, abate, or minimize such release, threat of release, or exacerbation. Defendant shall also immediately notify the MDEQ Project Manager. In the event the MDEQ Project Manager is

unavailable, Defendant shall notify the Pollution Emergency Alerting System (PEAS) at 1-800-292-4706. In such an event, any actions taken by Defendant shall be in accordance with all applicable health and safety laws and regulations and with the provisions of the HASP referenced in Paragraph 6.7(d) of this Decree.

9.2 Within ten (10) days of notifying the MDEQ of such an act or event, Defendant 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 Defendant notifies the MDEQ under this section, if an act or event causes a release, threat of release, or exacerbation, the MDEQ may: (a) require Defendant 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 Defendant 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. Defendant shall not invoke the dispute resolution procedures set forth in Section XVI (Dispute Resolution) of this Decree to delay the immediate performance of any response activity required by the MDEQ under this Paragraph.

X. FORCE MAJEURE

10.1 Defendant 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.

10.2 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 Defendant, of any person controlled by Defendant, or of Defendant's contractors, subcontractors, representatives or agents, that delays or prevents the performance of any obligation under this Decree despite Defendant's "best efforts to fulfill the obligation." The requirement that Defendant exercises "best efforts to fulfill the obligation" includes Defendant 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 Defendant 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 Defendant, such as an act of God, untimely review of permit applications or submissions by the MDEQ or other applicable authority, delays in judicial adjudication of timely filed actions to secure access to property that are not attributable to acts or omissions of the Defendant, and acts or omissions of third parties that could

not have been avoided or overcome by diligence of Defendant 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 Defendant.

10.3 Defendant shall notify the MDEQ by telephone within seventy-two (72) hours of discovering any event that causes a delay or prevents performance of any provision of this Decree. Verbal notice shall be followed by written notice within ten (10) 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 Defendant to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Defendant shall use its best efforts to avoid or minimize any such delay.

10.4 Failure of Defendant to comply with the notice requirements of Paragraph 10.3 shall render this Section X (*Force Majeure*) 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 10.3 of this Decree.

10.5 If the parties agree that the delay or anticipated delay was beyond the control of Defendant, 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 XVI (Dispute Resolution) of this Decree. The burden of proving that any delay was beyond the control of Defendant, and that all the requirements of this section have been met by Defendant, is on Defendant.

10.6 An extension of one compliance date based upon a particular incident does not necessarily mean that Defendant 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.

XI. RECORD RETENTION/ACCESS TO INFORMATION

11.1 Except as otherwise provided in this Paragraph, Defendant shall preserve and retain, for a period of ten (10) years after completion of operation and maintenance and long-term monitoring at the Facility, all records, sampling and test results, charts, and other documents relating to the release or threatened release of hazardous substances, and the storage, generation, disposal, treatment, and handling of hazardous substances at the Facility. Defendant shall also preserve and retain any non-privileged records that are maintained or generated pursuant to any requirement of this Decree, including records that are maintained or generated by Defendant's contractors, subcontractors, consultants, representatives, or agents. Defendant shall obtain the MDEQ's written permission prior to the destruction of any documents covered by this Paragraph prior to the

expiration of the aforementioned ten year period for preservation and retention of records. If Defendant wishes to destroy any documents covered by this Paragraph after the expiration of the aforementioned ten year period, Defendant may submit a notice of its intent to destroy the documents described therein to the MDEQ, and may destroy the specified documents if MDEQ does not take possession of those documents within 60 days after the date of the notice of intent to destroy documents. A request for authorization to destroy documents or notice of intent to destroy documents made pursuant to this Paragraph shall be accompanied by a copy of this Decree and sent to the address listed in Section XII (Project Managers and Communications/Notices) or to such other address as may subsequently be designated in writing by the MDEQ.

11.2 Upon request, Defendant shall provide to the MDEQ copies of all non-privileged documents and information within its possession, or within the possession or control of its employees, contractors, subcontractors, consultants, representatives, or agents, relating to the performance of response activities or other requirements of this Decree, including, but not limited to, records regarding the collection and analysis of samples, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing forms, or other correspondence, documents, or information related to response activities. Upon request, Defendant shall also make available to the MDEQ, upon reasonable notice, Defendant's employees, and to the extent

that it is able to do so, its contractors, subcontractors, consultants, representatives, or agents with knowledge of relevant facts concerning the performance of response activities.

11.3 If Defendant submits documents or information to the MDEQ that Defendant believes are entitled to protection as provided for in Section 20117(10) of the NREPA, Defendant may designate in that submission the documents or information which it believes are entitled to such protection. If no such designation accompanies the information when it is submitted to the MDEQ, the MDEQ may provide the information to the public without further notice to Defendant. Information described in Section 20117(11)(a)-(h) of the NREPA shall not be claimed as confidential or privileged by Defendant. Information or data generated under this Decree shall not be subject to Part 148, Environmental Audit Privilege and Immunity, of the NREPA, MCL 324.14801 *et seq.*

XII. PROJECT MANAGERS AND COMMUNICATIONS/NOTICES

12.1 Each Party shall designate one or more Project Managers. Whenever notices, progress reports, information on the collection and analysis of samples, sampling data, Response Activity 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 Manager 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 Manager, 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:

Terri Golla, Project Manager
Southeastern Michigan District
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

B. As to the MDAG:

Division Chief
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
G. Mennen Williams Building, 6th Floor
525 West Ottawa Street
Lansing, MI 48933
Phone: (517) 373-7540
Fax: (517) 373-1610

C. As to Defendant:

William H. Brothers, President
Engineering Tube Specialties, Inc.
85 Myron Street
Ortonville, Michigan 48462
Phone: (248) 627-2871 ext. 212
Fax: (248) 627-2066
E-mail address: brothers@engineeringtube.com

12.2 Defendant's Project Manager shall have primary responsibility for overseeing the performance of the response activities at the Facility and other requirements specified in this Decree for Defendant.

12.3 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.

XIII. SUBMISSIONS AND APPROVALS

13.1 All Submissions required by this Decree shall comply with all applicable laws and regulations and the requirements of this Decree and shall be delivered to the MDEQ in accordance with the schedule set forth in this Decree. All Submissions delivered to the MDEQ pursuant to this Decree shall include a reference to the ETS Facility and File No. 11-1157-CE. All Submissions delivered to the MDEQ for approval shall also be marked "Draft" and shall include, in a prominent location in the document, the following disclaimer: *"Disclaimer: This document is a DRAFT document that has not received approval from the Michigan Department of Environmental Quality (MDEQ). This document was prepared pursuant to a court Consent Decree. The opinions, findings, and conclusions expressed are those of the authors and not those of the MDEQ."* Response Activity Plans required or submitted under this Decree are not subject to Section 20114b of the NREPA.

13.2 Unless public participation is required, within six (6) months after receipt of any Submission relating to response activities that is required

to be submitted for approval pursuant to this Decree, the MDEQ District Supervisor will in writing: (a) approve the Submission; (b) approve the Submission with conditions and state with specificity the conditions of the approval; or (c) disapprove the Submission and to the extent practical, state with specificity all the reasons for the disapproval. Upon receipt of a notice of approval or approval with conditions from the MDEQ, Defendant shall proceed to take the actions and perform the response activities required by the Submission, as approved with or without conditions, and shall submit a new cover page and modified pages of the Submission, if any, marked "Approved."

13.3 Upon receipt of a notice of disapproval from the MDEQ pursuant to Paragraph 13.2(c), Defendant shall correct the deficiencies and provide the revised Submission to the MDEQ for review and approval within 30 days, unless the notice of disapproval specifies a longer time period for resubmission. Unless otherwise stated in the MDEQ's notice of disapproval, Defendant shall proceed to take the actions and perform the response activities not directly related to the deficient portion of the Submission. Any stipulated penalties applicable to the delivery of the Submission shall accrue during the 30 day period or other time period specified for Defendant to provide the revised Submission, but shall not be assessed unless the resubmission is also disapproved and the MDEQ demands payment of stipulated penalties pursuant to Section XV (Stipulated Penalties). The

MDEQ will review the revised Submission in accordance with the procedure set forth in Paragraph 13.2. If the MDEQ disapproves a revised Submission, the MDEQ will so advise Defendant and stipulated penalties shall accrue from the date of the MDEQ's disapproval of the original Submission and continue to accrue until Defendant delivers an approvable Submission.

13.4 If any initial Submission contains significant deficiencies such that the Submission is not, in the judgment of the MDEQ, a good faith effort by Defendant to deliver an acceptable Submission that complies with Part 201 and this Decree, the MDEQ will notify Defendant of such and will deem Defendant to be in violation of this Decree. Stipulated penalties, as set forth in Section XV (Stipulated Penalties), shall begin to accrue on the day after the Submission was due and continue to accrue until Defendant delivers an approvable Submission to the MDEQ.

13.5 Upon approval by the MDEQ, any Submission and attachments to Submissions required by this Decree shall be considered part of this Decree and are enforceable pursuant to the terms of this Decree. If there is a conflict between the requirements of this Decree and any Submission or an attachment to a Submission, the requirements of this Decree shall prevail.

13.6 An approval or approval with conditions of a Submission pursuant to Paragraph 13.2 shall not be construed to mean that the MDEQ concurs with any of the conclusions, methods, or statements in any Submission or warrants that the Submission comports with law, and thus,

such approval does not constitute an assurance that additional response activity will not be required if it is determined that the performance of approved response activity has not accomplished the performance objectives provided in Paragraph 6.1 of Section VI (Performance of Response Activities).

13.7 Informal advice, guidance, suggestions, or comments by the MDEQ regarding any Submission provided by Defendant shall not be construed as relieving Defendant of its obligation to obtain any formal approval required under this Decree.

XIV. REIMBURSEMENT OF COSTS AND PAYMENT OF CIVIL FINES

14.1 Within one (1) year of the Effective Date of this Decree and annually thereafter for the next 5 years, Defendant shall pay the MDEQ fifty thousand dollars ($50,000) for a sum total of $300,000 to fully resolve and satisfy Defendant's obligation to pay the costs, fees, civil fines and interest awarded to the MDEQ as Past Response Activity Costs and civil fines pursuant to the Judgment entered on July 30, 2014 in File No. 11-1157-CE in the 30th Judicial Circuit Court of Ingham County. Payment shall be made pursuant to the provisions of Paragraph 14.6 of this Decree.

14.2 Within 30 days of the Effective Date of this Decree, Defendant shall pay the MDEQ fifty thousand dollars ($50,000) to reimburse the State for Future Response Activity Costs to be incurred by the State. Following the Effective Date of this agreement, the MDEQ will periodically provide

Defendant with a summary of MDEQ's costs. Once MDEQ's costs exceed the initial fifty thousand dollars ($50,000), the MDEQ will annually provide Defendant with an invoice for Future Response Activity Costs. An invoice will include a summary report that identifies all Future Response Activity Costs, the nature of those costs, and the dates through which those costs were incurred by the State. Unless an amount requested for payment of Future Response Activity Costs is disputed pursuant to Section XVI (Dispute Resolution) of this Decree, Defendant shall reimburse the MDEQ for such costs within 30 days of Defendant's receipt of an invoice from the MDEQ.

14.3 Defendant shall reimburse the MDEQ for monitoring drinking water wells, abandoning drinking water wells, and providing alternative drinking water supply. Reimbursement for drinking water well monitoring is limited to the schedule provided in Attachment B and any other drinking water well the MDEQ determines requires monitoring based on the RI or the migration of the Southeastern Plume. The MDEQ shall review the frequency of monitoring and the wells monitored on an annual basis. The number of wells monitored and the frequency of monitoring can be altered in MDEQ's discretion, subject to Section XVI (Dispute Resolution) of this Decree, based on the RI or the migration of the contamination. MDEQ shall provide Defendant with notice of any change in the frequency of monitoring or the wells to be monitored. Reimbursement for residential drinking water well abandonment is limited to the residential drinking water wells that exceed

the criteria for TCE established in Section 5 of the Safe Drinking Water Act, 1976 PA 399, MCL 325.1005. Reimbursement for alternative water supply is limited to the residential drinking water wells that exceed the criteria for TCE established in Section 5 of the Safe Drinking Water Act, 1976 PA 399, MCL 325.1005. MDEQ will provide Defendant with a quarterly invoice for all response activity described in this Paragraph. Defendant shall reimburse the MDEQ for such costs within 30 days of Defendant's receipt of an invoice from MDEQ. Nothing in this Paragraph prevents the MDEQ from reviewing the frequency of monitoring and the wells monitored at other times in response to a good faith request by the Defendant.

14.4 Defendant shall have the right to request a full and complete accounting of all MDEQ invoices submitted 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 Defendant may result in the MDEQ incurring additional Future Response Activity Costs, which will be included in the invoice for payment of Future Response Activity Costs.

14.5 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:

Michigan Department of Environmental Quality
Cashier's Office
P.O. Box 30657
Lansing, MI 48909-8157

or via courier to:

Accounting Services Division
Cashier's Office for DEQ
1st Floor, Van Wagoner Building
Lansing, MI 48933-2125

Each check shall designate that payment is for the ETS Facility, File No. 11-1157-CE, RRD Account Number RRD50064. A copy of the transmittal letter and the check shall be provided simultaneously to the MDEQ Project Manager at the address listed in Paragraph 12.1A and the Division Chief at the address listed in Paragraph 12.1B. Costs recovered pursuant to this section and payment of stipulated penalties pursuant to Section XV (Stipulated Penalties) of this Decree shall be deposited into the Environmental Response Fund in accordance with the provisions of Section 20108(3) of the NREPA.

14.6 If Defendant fails to make full payment to the MDEQ for Past Response Activity Costs or Future Response Activity Costs as specified in Paragraphs 14.1 and 14.2 of this Decree, 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 Defendant makes full payment of those costs and the accrued interest to the MDEQ. In any challenge to the MDEQ's demand for reimbursement of costs, Defendant 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.

XV. STIPULATED PENALTIES

15.1 Defendant shall be liable for stipulated penalties in the amounts set forth in Paragraphs 15.2 and 15.3 of this Decree for failure to comply with the requirements of this Decree, unless excused under Section X (*Force Majeure*) of this Decree. "Failure to comply" by Defendant shall include, but not be limited to, failure to complete Submissions and notifications as required by this Decree and failure to perform response activities in accordance with MDEQ-approved plans within the applicable implementation schedules.

15.2 Except as provided in Section X (*Force Majeure*) and Section XVI (Dispute Resolution) of this Decree, the following stipulated penalties shall accrue per violation per day for any violation of Section VI (Performance of Response Activities) of this Decree:

Penalty Per Violation Per Day	Period of Noncompliance
$250	1st through 30th day
$500	31st day and beyond

15.3 Except as provided in Paragraph 15.2 and Section X (*Force Majeure*) and Section XVI (Dispute Resolution) of this Decree, if Defendant fails or refuses to comply with any other term or condition of this Decree, stipulated penalties shall accrue in the amount of five hundred dollars ($500) a day for each and every failure or refusal to comply.

15.4 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. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Decree.

15.5 Except as provided in Section XVI (Dispute Resolution) of this Decree, Defendant shall pay stipulated penalties owed to the MDEQ no later than 30 days after Defendant's receipt of a written demand from the MDEQ. Payment shall be made in the manner set forth in Paragraph 14.5 of Section XIV (Reimbursement of Costs and Payment of Civil Fines) of this Decree. 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 30 day period on the day after payment was due until the date upon which Defendant makes full payment of those stipulated penalties and the accrued interest to the MDEQ. Failure to pay the stipulated penalties within 30 days after receipt of a written demand constitutes a further violation of the terms and conditions of this Decree.

15.6 The payment of stipulated penalties shall not alter Defendant's obligation to perform the response activities required by this Decree.

15.7 If Defendant fails to pay stipulated penalties when due, the State may institute proceedings to collect the penalties as well as any accrued interest. Assessment of stipulated penalties is not the State's exclusive remedy. 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 Defendant's violation of or failure to comply with this Decree, and sanctions for contempt of court.

15.8 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.

XVI. DISPUTE RESOLUTION

16.1 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, except matters under Section IX (Emergency Response) of this Decree (other than disputes relating to costs of emergency response), which are not disputable. However, the procedures set forth in this section shall not apply to actions by the State to enforce any of Defendant'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 Defendant to delay the performance of any undisputed response activity required under this Decree.

16.2 The MDEQ shall maintain an administrative record of any disputes initiated pursuant to this section. The administrative record shall

include the information Defendant provides to the MDEQ under Paragraphs 16.3 through 16.5 of this Decree and any documents the MDEQ and the State rely on to make the decisions set forth in Paragraphs 16.3 through 16.5 of this Decree.

16.3 Except for undisputable matters identified in Paragraph 16.1 of this Decree, any dispute that arises under this Decree with respect to the MDEQ's disapproval, modification, or other decision concerning requirements of this Decree shall in the first instance be the subject of informal negotiations between the Project Manager representing the MDEQ and Defendant. 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 Defendant objects to any MDEQ notice of disapproval, modification, or decision concerning the requirements of this Decree that is subject to dispute under this Section, Defendant shall submit the Notice of Dispute within ten (10) days of receipt of the MDEQ's notice of disapproval, modification or decision. The period of informal negotiations shall not exceed ten (10) 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 ten (10) days or within the agreed-upon time period, the RRD District Supervisor will thereafter provide the MDEQ's Statement of Position, in writing, to Defendant. In the absence of initiation of formal dispute resolution by Defendant under Paragraph 16.4 of this Decree, the MDEQ's position as set forth in the MDEQ's Statement of Position shall be binding on the Parties.

16.4 If Defendant and the MDEQ cannot informally resolve a dispute under Paragraph 16.3 of this Decree, Defendant may initiate formal dispute resolution by submitting a written Request for Review to the RRD Division Chief, with a copy to the MDEQ Project Manager, requesting a review of the disputed issues. This Request for Review must be submitted within ten (10) days of Defendant's receipt of the Statement of Position issued by the MDEQ pursuant to Paragraph 16.3 of this Decree. 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. Within 60 days of the RRD Division Chief's receipt of Defendant's Request for Review, the RRD Division Chief will provide the MDEQ's Statement of Decision, in writing, to Defendant, 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 Division Chief 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 16.5 of this Decree by Defendant, the MDEQ's Statement of Decision shall be binding on the Parties.

16.5 The MDEQ's Statement of Decision pursuant to Paragraph 16.4 shall control unless within 20 days after Defendant's receipt of the MDEQ's Statement of Decision, Defendant 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 30 days of Defendant's filing of a motion asking the Court to resolve a dispute, Plaintiff shall file with the Court a response to Defendant's motion and the administrative record that is maintained pursuant to Paragraph 16.2 of this Decree.

16.6 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, Defendant 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. In proceedings on any dispute, Defendant shall bear the burden of persuasion on

factual issues under the applicable standards of review. Nothing herein shall prevent Plaintiff from arguing that the Court should apply the arbitrary and capricious standard of review to any dispute under this Decree.

16.7 Notwithstanding the invocation of a dispute resolution proceeding, stipulated penalties shall accrue from the first day of Defendant'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 Defendant does not prevail on the disputed matters, the MDEQ may demand payment of stipulated penalties and Defendant shall pay stipulated penalties as set forth in Paragraph 15.5 of Section XV (Stipulated Penalties) of this Decree. Defendant shall not be assessed stipulated penalties for disputes that are resolved in its favor. The MDAG, on behalf of the MDEQ, may take civil enforcement action against Defendant for collection of the stipulated penalties and/or 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.

16.8 Notwithstanding the provisions of this section and in accordance with Section XIV (Reimbursement of Costs and Payments of Civil Fines) and Section XV (Stipulated Penalties) of this Decree, Defendant 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.

XVII. INDEMNIFICATION AND INSURANCE

17.1 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 Defendant or any other person.

17.2 Defendant 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 Defendant, its officers, employees, agents, or any other person acting on its behalf or under its control, in performing the activities required by this Decree.

17.3 Defendant 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 Defendant and any person for the performance of response activities at the Facility, including any claims on account of construction delays.

17.4 The State shall provide Defendant notice of any claim for which the State intends to seek indemnification pursuant to Paragraphs 17.2 or 17.3 of this Decree.

17.5 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

Defendant for the performance of activities required by this Decree. Neither Defendant nor any contractor shall be considered an agent of the State.

17.6 Defendant 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 Defendant and any other person for the performance of response activities at the Facility, including any claims on account of construction delays.

17.7 Prior to commencing any response activities pursuant to this Decree and for the duration of this Decree, Defendant shall secure and maintain comprehensive general liability insurance with limits of one million dollars ($1,000,000), combined single limit, which names the MDEQ, the MDAG and the State of Michigan as additional insured parties. If Defendant 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, Defendant 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 Defendant, and prior to commencement of response activities pursuant to this Decree, Defendant shall provide the MDEQ Project Manager 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 reference the ETS Facility, File No. 11-1157-CE and the Remediation and Redevelopment Division.

XVIII. COVENANTS NOT TO SUE BY THE STATE

18.1 In consideration of the actions that will be performed and the payments that will be made by Defendant under the terms of this Decree, and except as specifically provided for in this section and Section XIX (Reservation of Rights by the State) of this Decree, the State of Michigan hereby covenants not to sue or to take further administrative action against Defendant for:

(a) Performance of response activities at the Facility to address the release(s) of TCE.

(b) Recovery of Past Response Activity Costs and civil fines, including all such costs and fines awarded by the Judgment of July 30, 2014.

(c) Recovery of Future Response Activity Costs associated with the Facility that Defendant has paid as set forth in Section XIV (Reimbursement of Costs and Payment of Civil Fines) of this Decree.

(d) Payment of any applicable interest that Defendant has paid for violations of the NREPA as set forth in Section XIV (Reimbursement of Costs and Payment of Civil Fines) of this Decree.

(e) Recovery of civil fines that Defendant has paid as set forth in Section XIV (Reimbursement of Costs and Payment of Civil Fines) of this Decree.

18.2 The covenants not to sue shall take effect under this Decree as follows:

(a) With respect to Defendant's liability for response activities performed related to releases of TCE at the Facility, the covenant not to sue shall take effect upon MDEQ approval of the Achievement Report submitted pursuant to Section VI (Performance of Response Activities) of this Decree and issuance of a Certificate of Completion.

(b) With respect to Defendant's liability for Past Response Activity Costs, Future Response Activity Costs, interest and civil fines, the covenants not to sue shall take effect upon the MDEQ's receipt of the payments made according to the terms of this Decree for payment or satisfaction of liability for those costs, interest and civil fines.

18.3 The covenants not to sue extend only to Defendant and do not extend to any other person.

XIX. RESERVATION OF RIGHTS BY THE STATE

19.1 The covenants not to sue apply only to those matters specified in Paragraph 18.1 of Section XVIII (Covenants Not to Sue by the State) of this Decree. 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 Defendant with respect to the following:

(a) The performance of response activities that are required to comply with Part 201 and to achieve and maintain the performance objectives specified in Paragraph 6.1 of Section VI (Performance of Response Activities) of this Decree.

(b) Future Response Activity Costs that Defendant has not paid, and liability for payment of Past Response Activity Costs and civil fines awarded by the Judgment of July 30, 2014 if Defendant's liability for payment of those costs and civil fines has not been satisfied by the payments to be made pursuant to Paragraph 14.1. of Section XIV (Reimbursement of Costs and Payments of Civil Fines).

(c) The past, present, or future treatment, handling, or disposal of hazardous substances which are attributable to releases or threatened releases that have occurred, or are occurring, outside of the Facility and that are not attributable to the Facility.

(d) Claims for the past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances taken from the facility, subject to all defenses that Defendant may be able to establish to such claims, including, but not limited to, defenses that pursuit of such claims is barred by *res judicata,* collateral estoppel, or expiration of applicable statutes of limitation.

(e) The cost of response activities and other available remedies related to a release or threat of release of hazardous substances other than TCE.

(f) Damages for injury to, destruction of, or loss of natural resources, and the costs for any natural resource damage assessment, subject to all defenses that Defendant may be able to establish to claims for such damages and costs, including, but not limited to, defenses that pursuit of such claims is barred by *res judicata,* collateral estoppel, or expiration of applicable statutes of limitation.

(g) Criminal acts.

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

(i) The release or threatened release of hazardous substances that occur at or emanate from the Facility during or after the performance of response activities required by this Decree or any other violations of state or federal law for which Defendant has not received a covenant not to sue.

(j) Any issue addressed in Section 20132(6) of the NREPA.

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

19.3 The State expressly reserves all of its rights and defenses pursuant to any available legal authority to enforce this Decree.

19.4 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 pursuant to Paragraph 6.12 of Section VI (Performance of Response Activities), and any such response activities that are not within the scope of this litigation and this Decree.

19.5 In addition to, and not as a limitation of any provision of this Decree, the State retains all of its information-gathering, inspection, access and enforcement authorities and rights under Part 201 and any other applicable statute or regulation.

19.6 Failure by the State 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 Defendant's noncompliance with any such term, condition, or requirement of this Decree.

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

19.7 This Decree does not constitute a warranty or representation of any kind by the MDEQ that the response activities performed by Defendant in accordance with the MDEQ-approved Response Activity Plans required by this Decree will result in the achievement of the performance objectives stated in Paragraph 6.1 of Section VI (Performance of Response Activities) of this Decree or the remedial criteria established by law, or that those response activities will ensure protection of public health, safety, or welfare, or the environment.

19.8 Except as provided in Paragraph 18.1(a) of Section XVIII (Covenants Not to Sue by the State), nothing in this Decree shall limit the power and authority of the State, 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.

XX. COVENANT NOT TO SUE BY DEFENDANT

20.1 Defendant 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.

20.2 After the Effective Date of this Decree, and except as otherwise provided in Paragraph 19.1 (d) and (f), if the State initiates any administrative or judicial proceeding to assert any claim for relief preserved under Section XIX (Reservation of Rights by the State), Defendant 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 State in such a proceeding were or should have been brought in this case. Nothing in this paragraph affects the enforceability of the covenants not to sue set forth in Section XVIII (Covenants Not to Sue by the State) of this Decree.

XXI. 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 XVIII (Covenants Not to Sue by the State) of this Decree, Defendant shall not be liable for claims for contribution for the matters set forth in Paragraph 18.1 of Section XVIII (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 Defendant has, as of the Effective Date, resolved its liability to the MDEQ for the matters set forth in Paragraph 18.1 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 Defendant 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.

XXII. MODIFICATIONS

22.1 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 either upon the MDEQ's written approval or the MDEQ Project Manager's verbal approval necessitated by conditions encountered at the facility, which must be followed up by written approval by MDEQ.

22.2 Modification of any other provision of this Decree shall be made only by written agreement between Defendant's Project Manager, the RRD Division Chief, or his or her authorized representative, and the designated representative of the MDAG, and shall be subject to the Court's approval.

XXIII. TERMINATION OF DECREE

23.1 In the event that Defendant is able to prove by a preponderance of the evidence that it is not responsible for an activity causing a release or threat of release of TCE as set forth in Paragraphs 6.6(a)(b) and (c) and Section XVI (Dispute Resolution), the Parties will stipulate to entry of an Order to Vacate the Circuit Court's Judgment dated July 30, 2014. Upon entry of the Order, this Decree will terminate and the Parties will have no further obligations hereunder. Each party will bear its own costs and fees incurred or paid up to the date of the Order to Vacate. The MDEQ shall not collect additional amounts of reimbursement or payment of penalties or fines owed pursuant to this Decree, and the Covenants Not to Sue set forth in Paragraph 18.1 of Section XVIII (Covenants Not to Sue by the State) shall take effect without limitation. ETS shall not be required to conduct further response activity relating to this Decree. ETS shall have no right to seek reimbursement or recovery for any costs, fees, or other expenses from the State relating to this Decree.

23.2 This Decree shall terminate upon written request of the Defendant and written approval of the MDEQ along with approval of this Court through issuance of a Full Satisfaction of Judgment. MDEQ will approve the entry of a Partial Satisfaction of Judgment with respect to the past response activity costs and civil fines awarded by the Court's Judgment of July 30, 2014, when the payments for satisfaction of Defendant's liability for those response activity costs and civil fines have been made in full

pursuant to Paragraph 14.1 of Section XIV (Reimbursement of Costs and Payment of Civil Fines). A written request of Defendant for issuance of a Full Satisfaction of Judgment shall include a certification by Defendant that it has: (1) paid in full all civil fines and response costs owed to the State under this Decree, and (2) completed all response activities, including long-term operation and maintenance and monitoring, to address the TCE at the Facility in satisfaction of the requirements of Part 201 or this Decree. Provided that such certification is made and not reasonably disputed, the MDEQ will not withhold agreement to terminate this Decree.

XXIV. DISMISSAL OF APPEAL

The parties agree upon entering this Decree to file a signed Stipulation for Voluntary Dismissal with prejudice and without costs to either party with the Michigan Court of Appeals, Case No. 324546.

XXV. 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 BY:

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Dated 6/10/15

Robert Wagner, Chief
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
P.O. Box 30426
Lansing, MI 48909-7926
517-284-5166

MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

Dated 6-10-15

Margaret A. Bettenhausen [P75046]
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Lansing, MI 48933
(517) 373-7540

Engineering Tube Specialties, Inc.

Dated June 9, 2015

William H. Brothers, President
85 Myron Street
Ortonville, Michigan 48462
(248) 627-2871 ext. 212

Dated 6-9-15

Kevin A. Lavalle (P41982)
GAULT DAVISON, P.C.
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G-8455 S. Saginaw, Suite 2
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Dated 6-9-15

Graham K. Crabtree (P31590)
Peter D. Houk (P15155)
Michael H. Perry (P22890)
Fraser Trebilcock Davis & Dunlap, P.C.
Attorneys for Engineering Tube Specialties, Inc.
124 W. Allegan, Suite 1000
Lansing, Michigan 48933
(517) 482-5800

This Judgment is final and closes the case.

IT IS SO ORDERED AND ADJUDGED THIS 11 day of June, 2015.

JUDGE JAMES S. JAMO

Honorable James S. Jamo

Attachment A

Attachment A
Legal Description of 85 Myron Street

Part of Lot 3 of "Assessor's Plat No. 2" to the Village of Ortonville, according to the plat thereof as recorded in Liber 53 on Page 27 of Oakland County Plats; described as: Beginning at the Southwest corner of Lot 3 of said plat; thence North 00° 22' 32" East, 250.0 feet; thence North 89° 28' 40" East, 165.00 feet; thence South 00° 22' 32" West, 225.25 feet to the North line of Myron Street; thence South 89° 28' 40" West, 5.25 feet along the North line of said street thence South 00° 22' 32" West, 24.75 feet to the centerline of Myron Street and the South line of Lot 3; Thence South 89° 28' 40" West, 159.75 feet along said line to the point of beginning. Subject to that part used for Myron Street, so-called.

Attachment B

Department of Environmental Quality
Resource Management Division
Drinking Water & Environmental Health Section -
Environmental Health Unit

Selection criteria for this report is as follows:
Fiscal Year= '2016' and DEQ District= 'SouthEast Michigan' and Site Code= 'ETS'
*** sample sites with test codes for selected year are shown ***

Code: *ETS* Facility#: Proj#: 456766
Name: *ENGINEERING TUBE SPECIALTIES*

DEQ District: *SouthEast Michigan* County: *Oakland*
RD Rep: *Paul Owen*

Local Health Dept: *Oakland County Health Division*
GCIU Staff Contact: *Lois Graham*

Occupant	Address	Test Code(s)	Freq	Amount	Postage
RESIDENT	*117 BALL , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
RESIDENT	*120 BALL , ORTONVILLE*	*CXPD(AN), CXVO(SA)*	*2*	*$413.00*	*$18.00*
RESIDENT - 58 ft	*121 BALL , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
RESIDENT	*131 BALL , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
RESIDENT	*138 BALL , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
RESIDENT	*141 BALL , ORTONVILLE*	*CXVO(QT)*	*4*	*$584.00*	*$24.00*
RESIDENT	*144 BALL , ORTONVILLE*	*CXVO(AN)*	*1*	*$146.00*	*$6.00*
RESIDENT	*201 BALL , ORTONVILLE*	*CXVO(AN)*	*1*	*$146.00*	*$6.00*
Comments: *SAMPLE INSIDE HOUSE AT PRESSURE TANK. ND 1994-1996,2000-2001,2004-2010,2014.*					
RESIDENT	*077 JAMES , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
Comments: *Perc 1994-1998; methylene chloride 1997; MTBE 1995; ND 1998-2014.*					
RESIDENT	*111 JAMES , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
Comments: *THMs 1994-1999,2001; ND 2000-2008,2010-2014.*					
RESIDENT - USE UNTREATED TAP	*117 JAMES , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
Comments: *treatment system installed; sample from untreated tap. 1,2-DICHLOROPROPANE 1994; ND 1995-1996, 1998-2014.*					
MARIA LOPEZ -aprtmts 120'	*080 MYRON , ORTONVILLE*	*CXVO(AN)*	*1*	*$146.00*	*$6.00*
Comments: *No access to sample 2009-2012. ND 1994, 1997-2008,2013.*					
RESIDENT	*115 MYRON , ORTONVILLE*	*CXPD(AN), CXVO(QT)*	*4*	*$705.00*	*$30.00*
Comments: *ND 1994-2013.*					
RESIDENT	*124 MYRON , ORTONVILLE*	*CXVO(QT)*	*4*	*$584.00*	*$24.00*
Comments: *ND 1994-2014; TOLUENE 2008.*					
RESIDENT - 52 ft	*144 MYRON , ORTONVILLE*	*CXVO(AN)*	*1*	*$146.00*	*$6.00*
Comments: *ND 1994-2014; 1,1,1-TRICHLOROETHANE 1994.*					
RESIDENT	*147 MYRON , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
Comments: *ND 1994-2005, 2007-2012; THF 1997; STYRENE 2006 (PACKAGING). No samples 2013-2014.*					
RESIDENT	*163 MYRON , ORTONVILLE*	*CXVO(AN)*	*1*	*$146.00*	*$6.00*
Comments: *ND 1994-2010, 2013-2014; THF 1997.*					
RESIDENT	*169 MYRON , ORTONVILLE*	*CXVO(AN)*	*1*	*$146.00*	*$6.00*
Comments: *ND 1994, 1996-2009, 2011-2014.*					
RESIDENT	*172 MYRON , ORTONVILLE*	*CXVO(QT)*	*4*	*$584.00*	*$24.00*
Comments: *DETECTIONS: c-12DCE, TCEA 1994-1999; STYRENE, TOLUENE, ETHYLBENZENE, XYLENE 1997; TETRACHLOROETHYLENE 2005-2014; ND 1998, 2000-2003.*					
RESIDENT	*078 N NARRIN , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
Comments: *ND 1994,1996-1998,2001-2014; cis-1,2-DCE 1999-2001, 2004.*					
RESIDENT	*120 N NARRIN , ORTONVILLE*	*CXVO(SA)*	*2*	*$292.00*	*$12.00*
Comments: *ND 1994, 1996-2014; THF 2000.*					
KRATT/rental	*136 N NARRIN , ORTONVILLE*	*CXPD(AN), CXVO(QT)*	*4*	*$705.00*	*$30.00*
Comments: *ND 1994, 1996-2012,2014; 1,2-DICHLOROETHANE 2013. Owner is Robert Kratt, PO Box 473, Ortonville 48462; send copy of letter to renter/occupant.*					

Total Number of Sampling Events: *48*

Estimated Total Monitoring Cost per Year: *$7371.00*

Dist Total Number of Sampling Sites: *1* **Events:** *48*

Dist Estimated Total Monitoring Cost per Year: *$7,371.00*

(AN) = Annual, (BA) = BiAnnual, (BE) = Bennial (Every other year), (HR) = Hourly, (MN) = Monthly, (QT) = Quarterly, (SA) = SemiAnnual, (SM) = SemiMonthly, (TA) = TriAnnual, (WK) = Weekly

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