

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
MATERIALS MANAGEMENT DIVISION and AIR QUALITY DIVISION

In the matter of  
The administrative proceedings against:

**Wright Coating Company, Inc.**  
dba **Wright Coating Technologies,**  
doing business at  
1603 North Pitcher Street  
Kalamazoo, Michigan 49007

MMD Order No. 111-05-2023  
AQD No. 2023-06  
SRN Number: N0991

Site Identification Number MID 097 806 004  
Waste Data System Number 398020

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**CONSENT ORDER**

This proceeding results from allegations specified in the Violation Notices (“VNs”) dated June 29, 2021, July 14, 2021, and August 25, 2021, and the Enforcement Notice (“EN”) dated February 23, 2022, issued to Wright Coating Technologies, by the Department of Environment, Great Lakes, and Energy (“EGLE”), Air Quality Division (“AQD”), and Materials Management Division (“MMD”). The business located at 1603 North Pitcher Street, Kalamazoo, Kalamazoo County, Michigan, is operated by Wright Coating Technologies (“Respondent”). EGLE alleges that the Respondent is in violation of Part 55 (“Part 55”), Air Pollution Control, of the Natural Resources and Environmental Protection Act (“NREPA”), 1994 PA 451, as amended, Michigan Compiled Laws (“MCL”) 324.5501 *et seq.*; the administrative rules promulgated pursuant to Part 55 (“Part 55 Rules”); Part 111 (“Part 111”), Hazardous Waste Management, of the NREPA, MCL 324.11101 *et seq.*; and the administrative rules promulgated pursuant to Part 111 (“Part 111 Rules”); and Permit to Install number 212-16 (“PTI No. 212-16”). Authority is vested in EGLE as a state agency under the federal Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901 *et seq.* (“RCRA”). The Respondent and EGLE agree to resolve these alleged violations by entry of this Consent Order (“Order”).

Statement of Purpose

In entering into this Order, the mutual objectives of the Respondent and EGLE are to address violations alleged by EGLE in the VNs and the EN and to establish a compliance program and

schedule for the Respondent to achieve and maintain compliance with all applicable requirements of Part 55, the Part 55 Rules, Part 111, the Part 111 Rules, PTI No. 212-16, and the RCRA.

## I. STIPULATIONS

The Respondent and EGLE stipulate as follows:

- 1.1 The NREPA, MCL 324.101 *et seq.*, is an act that is intended to protect the environment and natural resources in this State.
- 1.2 Part 111 regulates hazardous waste identification, generation, transportation, treatment, storage, and disposal in this State. Part 55 provides for air pollution control regulations in this State. Additionally, pursuant to its authority under Part 111, Part 55 and MCL 324.105, EGLE has promulgated administrative rules necessary to implement Part 111 and Part 55; R 299.9101 *et seq* and R 336.1101 *et seq*, respectively.
- 1.3 Executive Order 2019-06 renamed the Michigan Department of Environmental Quality as EGLE, and EGLE has all statutory authority, powers, duties, functions and responsibilities to administer and enforce all provisions of Part 55 and Part 111.
- 1.4 The EGLE Director is authorized by NREPA to issue orders to require a person to comply with a permit, license, rule, or requirement of Part 55, Part 111, and the corresponding requirements under Subtitle C of the RCRA. The EGLE Director has delegated authority to the Director of the MMD (“MMD Director”) and the Director of the AQD (“AQD Director”) to enter into this Order.
- 1.5 The Respondent and EGLE agree that entry of this Order is for settlement purposes only and does not constitute an admission by the Respondent of the allegations in the above-referenced VNs and EN, or that the law has been violated.
- 1.6 The Respondent stipulates that the issuance and entry of this Order is proper and acceptable.

- 1.7 On October 30, 1986, the State of Michigan was granted final authorization by the Administrator of the U.S. Environmental Protection Agency (“U.S. EPA”), pursuant to Section 3006(b) of the RCRA, Title 42 of the *United States Code*, Section 6926(b), to administer a hazardous waste program in Michigan in lieu of the federal program at Title 40 of the *Code of Federal Regulations* (“40 CFR”), Part 272, Subpart X, 51 *Federal Register* 36804 (October 16, 1986). This authorization is periodically updated.
- 1.8 The Respondent is a Michigan corporation authorized to do business in Michigan. The Respondent is a “person” as defined by NREPA and the Part 111 Rules. MCL 324.301(h); Mich Admin Code, R 299.9106(i).
- 1.9 In September 2002, the Respondent filed a notification of hazardous waste activity with the U.S. EPA, or the U.S. EPA’s designee, pursuant to 42 U.S.C. § 6930 of the RCRA, for its hazardous waste activities at 1603 North Pitcher Street, Kalamazoo, Kalamazoo County, Michigan (“Facility”). The Respondent’s Site Identification Number is MID 097 806 004 and its Michigan Waste Data System Number is 398020.
- 1.10 The Respondent is a generator of hazardous waste at the Site and is subject to the requirements of Part 111, the Part 111 rules, and the RCRA.
- 1.11 The Respondent coats a variety of metal and plastic parts at the Facility which includes four coating lines, a clean-up booth for powder coating, two powder coating lines, and two burn-off ovens. The Facility currently operates under PTI No. 212-16.
- 1.12 Through various records reviews and inspections conducted in 2021, EGLE staff alleged that violations of certain provisions of Part 55, the Part 55 Rules, Part 111, the Part 111 Rules, and the RCRA occurred, including with respect to burning spent coating booth filters in the Respondent’s burn-off ovens. EGLE staff issued the VNs and the EN in response to those violations.
- 1.13 The Respondent performed a hazardous waste determination for spent coating booth filters and initially characterized the filters as D001 and F005 hazardous wastes.
- 1.14 In August 2021, the Respondent ceased burning the filters in its burn-off ovens, and instead stored and disposed of the filters as hazardous wastes.

- 1.15 The Respondent performed sampling and analyses on additional spent waste coating booth filters. On February 28, 2022, the Respondent reported to EGLE their findings that these spent coating booth filters are solid wastes, and that the filters were incorrectly characterized as hazardous wastes.
- 1.16 The resolution of this matter by an Order, pursuant to MCL 324.5528 and MCL 324.11151(1) is proper and acceptable.
- 1.17 The Respondent agrees to fully and strictly comply with all provisions of this Order, Part 55, the Part 55 Rules, Part 111, the Part 111 Rules, the RCRA, and all other applicable state and federal statutes.

## II. COMPLIANCE PROGRAM

In order to resolve the violations alleged in the above-referenced VNs and EN, the Respondent shall achieve and maintain compliance with the requirements specified below in accordance with the following schedule:

### AIR POLLUTION CONTROL

- 2.1 On and after the effective date of this Order, the Respondent shall not burn spent coating booth filters in burn-off ovens and shall store and dispose of spent filters in a manner which minimizes the introduction of air contaminants to the outer air.
- 2.2 On and after the effective date of this Order, the Respondent shall perform U.S. EPA Method 24 or Method 24a analysis, or by an alternate method approved by EGLE, to determine the VOC content of any ink or coating. This condition shall not apply for inks or coatings that the Respondent has received prior approval to use the manufacturer's formulation data.

### HAZARDOUS WASTE MANAGEMENT

- 2.3 On and after the effective date of this Order, the Respondent shall evaluate all solid waste streams to determine if any are hazardous waste in accordance with R

299.9302(1). The Respondent's hazardous waste determination for each waste stream shall be made at the point of generation and before dilution, mixing, or other alteration of the waste occurs in accordance with R 299.9302(1)(a).

- 2.4 On and after the effective date of this Order, the Respondent shall determine the proper hazardous waste generator category based on the amount of hazardous waste generated each month in accordance with R 299.9303(1). Based on the generator category determined under R 299.9303(1), the generator shall meet all the applicable requirements listed in R 299.9301. A generator category also determines which provision of R 299.9301 to R 299.9307 must be met to obtain an exemption from the licensing, interim status, and operating requirements when accumulating hazardous waste (R 299.9303(6)).
- 2.5 On and after the effective date of this Order, the Respondent shall inspect central accumulation areas at least weekly looking for leaking containers and for deterioration of containers in accordance with R 299.9306(1)(d)(i)(E), and keep documentation of all inspections, training, and other records required under R 299.9306 for not less than 3 years in accordance with R 299.9311(7).
- 2.6 On and after the effective date of this Order, the Respondent shall label hazardous waste accumulation containers in accordance with R 299.9306(1)(d)(i)(G)(I) through (III).
- 2.7 Based on the information available as of the date of this Order, the Respondent is a small quantity generator of hazardous waste. Unless a different generator status is determined, on and after the effective date of this Order, the Respondent shall comply with the on-site hazardous waste accumulation requirements for small quantity generators in accordance with R 299.9306(1), and as follows:
  - (a) Accumulation for no more than 180 days (R 299.9306(1)(b)); and
  - (b) Accumulation may not exceed 6,000 kilograms (R 299.9306(1)(c)).
- 2.8 On and after the effective date of this Order, the Respondent shall properly dispose or arrange for proper disposal of all hazardous and non-hazardous waste streams in accordance with Part 111, the Part 111 Rules, the RCRA, and Part 115, Solid Waste Management, of the NREPA.

### III. MODIFICATIONS AND EXTENSIONS

- 3.1 The Respondent and EGLE agree that the Division Directors may, but in no circumstances is obligated to, grant the Respondent an extension of the specified deadlines set forth in this Order. Any extension of a deadline shall be preceded by a timely written request, received by EGLE no later than ten (10) business days prior to the pertinent deadline, which shall include:
- a. An identification of the specified deadline(s) of this Order that will not be met.
  - b. A detailed description of what will prevent the Respondent from meeting the deadline(s).
  - c. A description of the measures the Respondent has taken and/or intends to take to meet the required deadline(s).
  - d. The length of the extension requested and the specific date(s) on which the obligation(s) will be met.
- 3.2 The Division Directors shall respond promptly to such requests and shall not unreasonably withhold approval for such requests.
- 3.3 Any extension of the specified deadlines or other modifications and amendments of this Order shall require a formal written amendment of this Order. A modification or an amendment of this Order shall be signed by authorized signatories for the Respondent and EGLE ("Parties"); shall become effective on the date signed by the Division Directors; and upon becoming effective, shall be incorporated into this Order and enforceable in accordance with the terms of this Order.

### IV. REPORTING

- 4.1 Communications regarding this Order should be directed to the MMD and AQD, EGLE, Kalamazoo District Office, via email at [SellersF@Michigan.gov](mailto:SellersF@Michigan.gov) and [LaneR@Michigan.gov](mailto:LaneR@Michigan.gov), unless specifically stated otherwise within this Order. Alternatively, communications may be submitted by hard copy to the District Supervisors, MMD and AQD, EGLE, Kalamazoo District Office, 7953 Adobe Road, Kalamazoo, Michigan 49009-5025. The cover letter with each communication shall

identify the specific paragraph(s) and requirement(s) of this Order that it is related to. If the address of the District Supervisors change, the Respondent will be notified and shall make all subsequent communications to any new address of which they are notified.

- 4.2 The Respondent shall verbally report any violation(s) of the terms and conditions of this Order to the District Supervisors by no later than the close of the next business day following detection of such violation(s) and shall follow such notification with a written report within five (5) business days following detection of such violation(s). The written report shall include a detailed description of the violation(s), the precise cause or causes of the violation(s), a detailed description of any action(s) taken or proposed to correct the violation(s), and a schedule for the implementation of any proposed corrective action(s). The Respondent shall report any anticipated violation(s) of this Order to the District Supervisors in advance of the relevant deadlines, whenever possible.

#### V. RETENTION OF RECORDS

- 5.1 Upon request by an authorized representative of EGLE, the Respondent shall make available to EGLE all records, plans, logs, and other documents required to be maintained under this Order or pursuant to Part 111, the Part 111 Rules, Part 55, and the Part 55 Rules. All such documents shall be retained at the Facility identified in Section I, Stipulations, of this Order or an alternate location approved in writing by EGLE. The period of records retention is as follows unless a longer period retention is required by the applicable act, rule, or regulation:
- a. Three (3) years from the date of generation of the record required to be maintained by Part 111 and the Part 111 Rules; and
  - b. Five (5) years from the date of generation of the record required to be maintained by Part 55 and the Part 55 Rules.

#### VI. RIGHT OF ENTRY

- 6.1 The Respondent shall allow any authorized representative or contractor of EGLE, upon presentation of proper credentials, to enter upon the premises of the Facility at all

reasonable times for the purpose of monitoring compliance with the provisions of this Order. This paragraph in no way limits the authority of EGLE to conduct tests and inspections pursuant to the NREPA and its rules or any other applicable statutory provision.

## VII. FINE, COSTS, AND PENALTIES

- 7.1 Within thirty (30) days of the effective date of this Order, the Respondent shall pay the sum of **\$56,212** to the State of Michigan in settlement of EGLE's claim for a civil fine arising from the violations alleged in the above-referenced VNs and EN.
- 7.2 For each failure to comply with the provisions of Section II, Compliance Program, of this Order, the Respondent shall pay to the State of Michigan stipulated penalties in an amount of \$1,000, per violation, per day, for days one (1) through seven (7) of violation; \$1,500, per violation, per day, for days eight (8) through fourteen (14) of violation; and \$2,000, per violation, per day, for day fifteen (15) and each day of violation thereafter. Stipulated penalties shall be paid within thirty (30) days after receiving a written demand made by EGLE.
- 7.3 To ensure timely payment of any amounts due under this Order, the Respondent shall pay an interest penalty upon demand to the State of Michigan each time the Respondent fails to make a complete or timely payment. This interest penalty shall be based on the rate set forth at Section 6013(8) of the Revised Judicature Act, 1961 PA 236, as amended, MCL 600.6013(8), using the full increment of amount due as principal, and calculated from the date the payment was due until the date the delinquent payment and any interest penalty is finally made in full.



- 7.4 The Respondent shall make all payments required under this Section by check made payable to the "State of Michigan" and mailed to the following address:

Michigan Department of Environment, Great Lakes, and Energy  
Revenue Control, Cashier's Office  
P.O. Box 30657  
Lansing, Michigan 48909-8157

or hand delivered to Revenue Control, 1<sup>st</sup> Floor, Van Wagoner Building, 425 West Ottawa Street, Lansing, Michigan 48933. To ensure proper credit, all payments made pursuant to this Order shall include the "Payment Identification Number **"RMD-M-40112"** on the front of the check. Alternatively, the Respondent may make all payments required under this Section electronically using the ACH Network.

- 7.5 The Respondent agrees not to contest the legality of the civil fine or the costs of surveillance and enforcement assessed pursuant to this Section. The Respondent agrees not to contest the legality of any stipulated penalties or interest penalties assessed pursuant to this Section but reserves the right to dispute the factual basis upon which a demand for any stipulated penalties or interest penalties is made by EGLE.
- 7.6 Liability for, or payment of, stipulated penalties or interest penalties pursuant to this Order shall not preclude the State of Michigan from seeking injunctive relief or other relief for the Respondent's failure to comply with the requirements of this Order and/or any license(s) or permit(s) required to comply with this Order. EGLE may, at its sole discretion and in appropriate circumstances, waive the requirement to pay stipulated penalties or interest penalties under this Section.

#### VIII. DISPUTE RESOLUTION

- 8.1 Unless otherwise provided in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Order and shall apply to all provisions of this Order. However, the procedures set forth in this Section shall not apply to actions by the State of Michigan to enforce obligations of the Respondent that have not been disputed in accordance with

this Section. Engagement of a dispute resolution between the Parties shall not be cause for the Respondent to delay the performance of any compliance requirements or response activity.

8.2 Any dispute that arises under this Order shall in the first instance be the subject of informal negotiations between the Parties. The period of negotiations shall not exceed twenty (20) days from the date of written notice by any Party that a dispute has arisen, unless the time period for negotiations is modified by a written agreement between the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. If an agreement cannot be reached on any issue(s) within this twenty- (20-) day period, EGLE shall provide a written statement of its decision to the Respondent, and in the absence of initiation of formal dispute resolution by the Respondent under Paragraph 8.3, the EGLE position, as outlined in its written statement of decision, shall be binding on the Parties.

8.3 If the Respondent and EGLE cannot informally resolve a dispute under Paragraph 8.2, the Respondent may initiate formal dispute resolution by requesting a review of the disputed issue(s) by the Division Director. EGLE, in its sole discretion, will determine whether the AQD Division Director or MMD Division Director will oversee/implement the process in this Paragraph. This written request must be filed with the Division Director within fifteen (15) days of the Respondent's receipt of EGLE's statement of decision that is issued at the conclusion of the informal dispute resolution procedure set forth in Paragraph 8.2. The Respondent's request shall state the issue(s) in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting its position; and all supporting documentation upon which the Respondent bases its position. Within fifteen (15) days of the Division Director's receipt of the Respondent's request for a review of disputed issue(s), the Division Director will provide EGLE's Statement of Decision, in writing, to the Respondent, which will include a statement of his/her understanding of the issue(s) in dispute; the relevant facts upon which the dispute is based; any factual data, analysis, or opinion supporting her/his position; and all supporting documentation relied upon by the Division Director's review of the disputed issues. The time period for the Division Director's review of the disputed issues may be extended by written agreement of the Parties. EGLE's Statement of Decision shall be binding on the Parties.

- 8.4 An administrative record of the dispute shall be maintained by EGLE. The administrative record shall include all of the information provided by the Respondent pursuant to Paragraph 8.3, as well as any other documents relied upon by EGLE in making its final decision pursuant to Paragraph 8.3. Where appropriate, EGLE shall allow submission of supplemental statements of position by the Parties to the dispute.
- 8.5 In proceeding on any dispute, the Respondent shall have the burden of demonstrating on the administrative record that the position of EGLE is arbitrary and capricious or otherwise not in accordance with law. In proceedings on any dispute initiated by the Respondent, the Respondent shall bear the burden of persuasion on factual issues.
- 8.6 Notwithstanding the invocation of dispute resolution proceedings, stipulated penalties shall accrue from the first day of any failure or refusal to comply with any term or condition of this Order, but payment shall be stayed pending resolution of the dispute. Stipulated penalties shall be paid within thirty (30) days after the resolution of the dispute. The Respondent shall pay that portion of a demand for payment of stipulated penalties that is not subject to dispute resolution procedures in accordance with and in the manner provided in Section VIII, Fine, Costs, and Penalties, of this Order.

#### IX. FORCE MAJEURE

- 9.1 The Respondent shall perform the requirements of this Order 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 the Respondent's obligations under this Order in accordance with this Section.
- 9.2 For the purpose of this Order, "Force Majeure" means an occurrence or nonoccurrence arising from causes not foreseeable, beyond the control of, and without the fault of the Respondent, such as: an Act of God, untimely review of permit applications or submissions by EGLE or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by the Respondent's diligence and that delay the performance of an obligation under this Order. "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 the Respondent's actions or omissions.

- 9.3 The Respondent shall notify EGLE, by telephone, within forty-eight (48) hours of discovering any event that causes a delay in its compliance with any provision of this Order. Verbal notice shall be followed by written notice within ten (10) calendar days and shall describe, in detail, the anticipated length of delay, the precise cause or causes of delay, the measures taken by the Respondent to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The Respondent shall adopt all reasonable measures to avoid or minimize any such delay.
- 9.4 Failure of the Respondent to comply with the notice requirements of Paragraph 9.3, above, shall render this Section void and of no force and effect as to the particular incident involved. EGLE may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Paragraph 9.3.
- 9.5 If the Parties to this Order agree that the delay or anticipated delay was beyond the control of the Respondent, this may be so stipulated and the Parties to this Order may agree upon an appropriate modification of this Order. If the Parties to this Order are unable to reach such agreement, the dispute shall be resolved in accordance with Section IX, Dispute Resolution, of this Order. The burden of proving that any delay was beyond the reasonable control of the Respondent, and that all the requirements of this Section have been met by the Respondent, is on the Respondent.
- 9.6 An extension of any given compliance date based upon a particular incident does not necessarily mean that the Respondent qualifies for an extension of a subsequent compliance date without providing proof regarding each incremental step or other requirement for which an extension is sought.

#### X. GENERAL PROVISIONS

- 10.1 With respect to any violations not expressly addressed and resolved by this Order, EGLE reserves the right to pursue any other remedies to which it is entitled for any

failure to comply with the requirements of any permit, license, and state or federal law, including the NREPA and its rules. This Order in no way affects the Respondent's responsibility to comply with any other applicable state, federal, or local law, or regulations, and any corrective action or similar requirements applicable to the Facility pursuant to the NREPA and its rules, including without limitation, any amendments to: 1) RCRA, Part 111, or their rules and regulations, and 2) the federal Clean Air Act, 42 USC 7401 *et seq.*, Part 55, their rules and regulations, or to the State Implementation Plan. This Order constitutes a civil settlement and satisfaction as to the resolution of the violations specifically addressed herein; however, it does not resolve any criminal action that may result from these same violations.

- 10.2 After the effective date of this Order, if EGLE or the Michigan Department of Attorney General ("MDAG") initiates any administrative or judicial proceeding for injunctive relief, recovery of response activity costs, or other appropriate relief relating to the Facility, the Respondent 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 EGLE or the MDAG in such a proceeding were or should have been brought in this case.
- 10.3 Execution of this Order shall not be construed to waive, estop, or otherwise diminish EGLE's right to seek or impose civil liability upon, and seek appropriate relief from, the Respondent for degradation of waters of the State of Michigan and the designated uses thereof.
- 10.4 This Order does not constitute a warranty or representation of any kind by EGLE that the response activities performed in accordance with this Order will ensure protection of public health, safety, welfare, or the environment.
- 10.5 Nothing in this Order is or shall be considered to affect any liability the Respondent may have for natural resources damages caused by the Respondent's ownership and/or operation of the Facility. The State of Michigan does not waive any rights to bring an appropriate action to recover such damages to the natural resources.

- 10.6 EGLE and the Respondent agree that the terms and conditions of this Order will be enforceable in circuit court. EGLE and the Respondent further agree that the appropriate venue for the enforcement of this Order shall be the Circuit Court for the County of Kalamazoo or the Circuit Court for the County of Ingham, State of Michigan.
- 10.7 If any provision or authority of this Order or the application of this Order to any party or circumstances is held by any judicial or administrative authority to be invalid, the application of such provisions to other parties or circumstances and the remainder of the Order shall remain in force and shall not be affected thereby.
- 10.8 The provisions of this Order shall apply to and be binding on the Respondent, EGLE, and their successors and assigns. The Respondent shall give notice of this Order to any prospective successor in interest prior to transfer of ownership of the Facility property, or any portion thereof, and shall promptly notify EGLE of such proposed sale or transfer. In the event the Respondent sells or transfers the Facility, it shall advise any purchaser or transferee of the existence of this Order in connection with such sale or transfer. Within thirty (30) calendar days, the Respondent shall also notify the District Supervisors, in writing, of such sale or transfer, the identity and address of any purchaser or transferee, and confirm the fact that notice of this Order has been given to the purchaser and/or transferee. As a condition of the sale, Respondent must obtain the consent of the purchaser and/or transferee, in writing, to assume all of the obligations of this Order. A copy of that agreement shall be forwarded to the District Supervisors within thirty (30) days after assuming the obligations of this Order.
- 10.9 Prior to the effective date of this Order and pursuant to the requirements of Sections 5511 and 5528(3) of Part 55, MCL 324.5511 and MCL 5528(3), the public was notified of a thirty (30) day public comment period and was provided the opportunity for a public hearing by EGLE.
- 10.10 Section 5530 of Part 55, MCL 324.5530, may serve as a source of authority but not a limitation under which this Order may be enforced. Further, Part 17 of the NREPA, MCL 324.1701 et seq., and all other applicable laws or applicable legal basis may be used to enforce this Order.

- 10.11 The Respondent hereby stipulates that entry of this Order is a result of an action by EGLE to resolve alleged violations at its Facility located at 1603 North Pitcher Street, Kalamazoo, Michigan. The Respondent further stipulates that it will take all lawful actions necessary to fully comply with this Order, even if the Respondent files for bankruptcy in the future. The Respondent will not seek discharge of the settlement amount and any stipulated fines imposed hereunder in any future bankruptcy proceedings and the Respondent will take the necessary steps to ensure that the settlement amount and any future stipulated fines are not discharged. The Respondent, during and after any future bankruptcy proceedings, will ensure that the settlement amount and any future stipulated fines remain an obligation to be paid in full by the Respondent to the extent allowed by applicable bankruptcy law.
- 10.12 This Order becomes effective on the date of execution (effective date of this Order) by the MMD and the AQD Directors.

#### XI. TERMINATION

- 11.1 This Order shall remain in full force and effect for a period of at least two (2) years. Thereafter, this Order shall terminate only upon written Notice of Termination issued by the MMD and the AQD Division Directors. Prior to issuance of a written Notice of Termination, the Respondent shall submit a request, to the MMD and the AQD Directors at the Michigan Department of Environment, Great Lakes, and Energy, P.O. Box 30241, Lansing, Michigan 48909-7760, consisting of a written certification that the Respondent has fully complied with all the requirements of this Order and has made all payments including any and all stipulated fines required by this Order. Specifically, this certification shall include: (i) the date of compliance with each provision of the compliance program and the date any payments or stipulated fines were paid; (ii) a statement that all required information has been reported to the District Supervisors; (iii) confirmation that all records required to be maintained pursuant to this Order are being maintained at the Facility; and (iv) such information as may be requested by the Division Directors.

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XII. SIGNATORIES

The undersigned CERTIFY they are fully authorized by the party they represent to enter into this Order and to EXECUTE and LEGALLY BIND that party to it.

**Wright Coating Company, Inc.**

By: James J Sullivan

Name: James J Sullivan

Title: President

Date: 4/12/2023

The above signatory subscribed and sworn to before me this 12 day of April, 2023



[Signature]  
Notary Public Signature

Jody A. Bohnsack  
Notary Public Printed Name

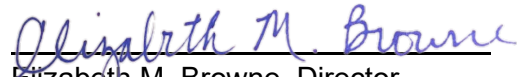
My Commission Expires: July 9, 2025



DEPARTMENT OF ENVIRONMENT,  
GREAT LAKES, AND ENERGY

Daniel Eichinger  
Acting Director

Approved as to Content:

  
Elizabeth M. Browne, Director

Materials Management Division  
Department of Environment, Great  
Lakes, and Energy

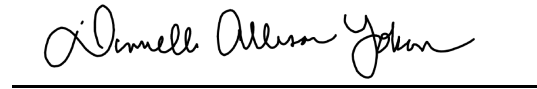
Dated: April 14, 2023



Annette Switzer, Director  
Air Quality Division  
Department of Environment, Great  
Lakes, and Energy

Dated: April 12, 2023

Approved as to Form:

  
Danielle Allison-Yokom (P70950),  
Assistant Attorney General

Environment, Natural Resources,  
and Agriculture Division  
Department of Attorney General

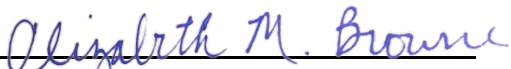
Dated: April 12, 2023

FINAL ORDER

The Directors of the Materials Management Division and Air Quality Division having had an opportunity to review this Order and having been delegated authority to enter into Orders by the Director of the Michigan Department of Environment, Great Lakes, and Energy pursuant to the provisions of Part 111 and Part 55 of the NREPA and otherwise being fully advised on the premises,

HAS HEREBY ORDERED that this Order is approved and shall be entered in the record of EGLE as a Final Order.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**

  
Elizabeth M. Browne, Director  
Materials Management Division

  
Annette Switzer, Director  
Air Quality Division

Effective Date: April 14, 2023