

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

MICHIGAN DEPARTMENT OF
ENVIRONMENTAL QUALITY,

Plaintiff,

No. 15-676-CE

v

HON. JAMES S. JAMO

NORTH AMERICAN EXCAVATING &
TRUCKING CO., INC., D/B/A ROSEVILLE
CRUSHED CONCRETE,

Defendant.

Jaclyn Shoshana Levine (P58938)
Attorney for Plaintiff
Michigan Department of Attorney General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, MI 48909
(517) 373-7540
levinej2@michigan.gov

David B. Forest (P43753)
Attorney for Defendant
David B. Forest PC
45670 Village Blvd
Shelby Township, MI 48315-6070
(586) 532-6100
dave@forestlaw.com

CONSENT JUDGMENT

At a session of said Court held in the courtroom, City of
Lansing, Michigan, on the 23 day of December, 2015

Present: Honorable James S. Jamo
Circuit Court Judge

Dept. of Attorney General
RECEIVED

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NATURAL RESOURCES
DIVISION

STATE OF MICHIGAN
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ENVIRONMENTAL QUALITY,

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CONSENT JUDGMENT

At a session of said Court held in the courtroom, City of
Lansing, Michigan, on the ___ day of _____, 20__.

Present: Honorable James S. Jamo
 Circuit Court Judge

Plaintiff is the Michigan Department of Environmental Quality (DEQ). Defendant North American Excavating & Trucking Co., Inc. transacts business under the assumed name Roseville Crushed Concrete. Defendant owns and operates a concrete crushing, processing, and materials storage business located at 29765 Groesbeck Highway, Roseville, Michigan (RCC Facility).

The Complaint in this action alleges that Defendant has violated the state Air Pollution Control Act, Part 55 of the Michigan Natural Resources and Environmental Protection Act (Part 55), MCL 324.5501 *et seq.*, the administrative rules promulgated pursuant to Part 55 (Part 55 rules), the federal Clean Air Act, 42 USC 7401 *et seq.*, and the regulations promulgated by the United States Environmental Protection Agency pursuant to the Clean Air Act. The RCC Facility is a nonmetallic mineral processing plant subject to the New Source Performance Standard (NSPS) for Nonmetallic Mineral Processing Plants, 40 CFR Part 60, Subpart OOO, which are incorporated by reference in Mich Admin Code, R 336.2801a(a)(iv).

In the Complaint, DEQ seeks injunctive and other relief to require Defendant to comply with its Permit to Install (PTI) No. 143-11 and to comply with applicable state and federal laws controlling air pollution from Defendant's concrete crushing, processing, and materials storage business. DEQ also seeks penalties, the costs of surveillance and enforcement incurred in responding to the alleged violations, and attorney fees and costs.

The parties agree that settling this action is in the public interest. They consent to the entry of this Consent Judgment without further litigation as the most appropriate means of resolving the allegations in the Complaint. As evidenced by the signatures below, the parties agree to, and shall be bound by, the terms and conditions of this Consent Judgment.

Defendant neither admits nor denies liability with respect to any issue addressed in this Consent Judgment. Nor does Defendant admit or deny any factual allegations or legal conclusions stated or implied in this Consent Judgment.

NOW, THEREFORE, before the taking any testimony, without trial of any issue of fact or law, and upon the consent of the parties, by their attorneys, it is hereby ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION AND VENUE

1.1 This Court has jurisdiction over the subject matter of this action pursuant to Part 55, MCL 324.5530, and the Revised Judicature Act (RJA), MCL 600.605.

1.2 The Court has personal jurisdiction over Defendant pursuant to the RJA, MCL 600.711 and MCL 600.715.

1.3 Venue in this Court is appropriate pursuant to Part 55, MCL 324.5530(5).

1.4 The Court determines that the terms and conditions of this Consent Judgment are reasonable, adequately resolve the environmental issues raised in the Complaint, and properly protect the interests of the people of the State of Michigan.

II. APPLICATION

2.1 Binding effect. The provisions of this Consent Judgment shall be binding on the parties to this action, their officers, agents, servants, employees, successors and assigns, and on those persons in active concert or participation with them who receive actual notice of this Consent Judgment. No change or changes in Defendant's ownership or corporate status shall alter Defendant's responsibilities under this Consent Judgment in any way, except as allowed in paragraph 2.2.

2.2 Sale or transfer of the RCC Facility. If Defendant wants to sell or transfer all or substantially all of its interest of the RCC Facility, Defendant shall provide the prospective purchaser or transferee of the RCC Facility with a copy of this Consent Judgment no less than thirty (30) days prior to closing. Defendant shall also provide DEQ with a notice of the sale or transfer of the RCC Facility at least thirty (30) days prior to closing by sending a written notice of the sale or purchase, the name and contact information for the prospective purchaser or transferee, and the date and location of closing for the transaction to the Air Quality Division District Supervisor and the Enforcement Unit Chief at the addresses stated in Section X (Notices). If Defendant follows these notice requirements, it will be relieved of the obligations of this Consent Judgment if it **also** (i) ceases conducting business operations at the RCC Facility and (ii) the purchaser or transferee of the RCC Facility enters into an enforceable agreement with DEQ under which it assumes all of Defendant's remaining unperformed and ongoing obligations of this Consent Judgment, including any amounts and penalties that are due under Section VIII (Stipulated Settlement and Fines).

2.3 Termination of Consent Judgment due to sale or transfer of RCC Facility. If Defendant is relieved of its obligations under this Consent Judgment by complying with paragraph 2.2, it may request termination of this Consent Judgment under Section XII (Termination).

2.4 Notice to DEQ of change in ownership or control. If Defendant sells or transfers an interest in the RCC Facility, it shall also comply with the applicable requirements of Mich Admin Code, R 336.1219, which addresses the change in ownership or control of a stationary source or emission unit authorized by a permit to install.

III. OBJECTIVES OF THIS CONSENT JUDGMENT

3.1. The objectives of this Consent Judgment are to resolve the civil claims alleged in the Complaint in a manner and under terms satisfactory to the parties and the Court.

IV. COMPLIANCE PROGRAM AND IMPLEMENTATION SCHEDULE

4.1 Permit to Install No. 143-11. On and after the effective date of this Consent Judgment, Defendant shall comply with PTI No. 143-11, including any revisions or amendments, which is attached to this Consent Judgment as Exhibit A. PTI No. 143-11, as revised or amended, is incorporated by reference and made an enforceable part of this Consent Judgment.

4.2 Final Emission Limitations. On and after the effective date of this Consent Judgment, the opacity from the crushers, screens, and conveyors at the RCC Facility shall not exceed ten percent (10%) opacity, as specified in Appendix A of PTI No. 143-11.

4.3 Operating Conditions.

A. On and after the effective date of this Consent Judgment, Defendant shall not operate the process equipment and control devices designated as “EUPROCESS” in PTI No. 143-11 unless the Fugitive Dust Control Plan approved by the DEQ Air Quality Division (AQD) is implemented. The Fugitive Dust Control Plan is Appendix B of PTI No. 143-11.

B. Defendant’s Malfunction Abatement Plan is attached to this Consent Judgment as Exhibit B. The Malfunction Abatement Plan is incorporated by reference and made an enforceable part of this Consent Judgment. On and after the effective date of this Consent Judgment, Defendant shall not operate the EUPROCESS unless the AQD-approved Malfunction Abatement Plan is implemented. The Malfunction Abatement Plan states the minimum frequency for inspections and corrective action. Defendant may conduct inspections and corrective action more frequently than stated in the Malfunction Abatement Plan, subject to the requirement that it keep adequate records consistent with the requirements of Section V of this Consent Judgment and applicable laws and regulations. Nothing in

this paragraph shall excuse Defendant from conducting an inspection or corrective action when required to do so at a specific time, such as at startup of operations or immediately after a malfunction or deviation from a specification in PTI No. 143-11.

C. On and after the effective date of this Consent Judgment, Defendant's operations shall not result in the emission of an air contaminant that causes injurious effects to human health or safety, animal life, plant life of significant economic value, or property, or that causes unreasonable interference with the comfortable enjoyment of life and property, as specified in Mich Admin Code, R 336.1901, and General Condition 6 of PTI No. 143-11.

D. On and after the effective date of this Consent Judgment, Defendant shall operate the EUPROCESS with effective control devices as specified in PTI No. 143-11 Special Condition Nos. III.4 and IV.1.

V. RECORDKEEPING

5.1 On and after the effective date of this Consent Judgment, Defendant shall maintain records of the dust suppressant applications on the RCC Facility in a format acceptable to the AQD Warren District Supervisor, as specified in EUPROCESS Special Condition No. III.2, EUTRAFFIC Special Condition III.1, EUSTORAGE Special Condition III.1, and Appendix B of Permit to Install No. 143-11. This information shall be kept on file at the RCC Facility for a period of at least three (3) years and shall be made available to DEQ upon written or verbal request.

5.2 On and after the effective date of this Consent Judgment, Defendant shall keep daily records of the fugitive dust control equipment inspections, dust control activities on travel surfaces and other surfaces where fugitive dust emissions occur using the checklist attached to this Consent Judgment as Exhibit C, which is incorporated by reference and made an enforceable part of this Consent Judgment. Defendant may modify the checklist in a format acceptable to the AQD Warren District Supervisor, as specified in EUPROCESS Special Condition No. III.2, EUTRAFFIC Special Condition III.1, EUSTORAGE Special Condition III.1, and Appendix B of Permit to Install No. 143-11. This information shall be kept on file at the RCC Facility for a period of at least five (5) years and shall be made available to DEQ upon written or verbal request.

5.3 On and after the effective date of this Consent Judgment, Defendant shall conduct daily monitoring of visible emissions by taking six-minute visible emission readings using EPA Method 9 (Visible Emissions Field Manual, EPA 340/1-92-004, December 1993) from the EUPROCESS a minimum of once per calendar operating day during maximum routine operating conditions, and maintain recordkeeping of such monitoring in a format acceptable to the AQD Warren District Supervisor for a period of at least five (5) years as specified in Permit to Install No. 143-11 Special Condition Nos. VI.3 and 5.

5.4 All records kept by Defendant must be legible to be considered compliant with Section V of this Consent Judgment.

5.5 Defendant may keep electronic copies of the records required under Section V of this Consent Judgment as PDF (portable document format) files with the *.pdf extension. Electronic copies of records are subject to all the same requirements as physical records, including retention periods, storage at the RCC facility, availability to DEQ, and legibility.

VI. FORCE MAJEURE

6.1 Defendant shall perform the requirements of this Consent Judgment within the time limits established herein, unless performance is prevented or delayed by events which constitute a “Force Majeure” event. Any delay in the performance attributable to “Force Majeure” shall not be deemed a violation of Defendant’s obligations under this Consent Judgment in accordance with this Section VI.

6.2 For the purpose of this Consent Judgment, “Force Majeure” means an occurrence or non-occurrence arising from causes not foreseeable, 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 DEQ or other applicable authority; failure of computer equipment or software that is not foreseeable, beyond the control of and without the fault of Defendant, and acts or omissions of third parties that could not have been avoided or overcome by Defendant’s due diligence and that delay the performance of an obligation under this Consent Judgment. “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 Defendant's actions or omissions.

6.3 Defendant shall notify the DEQ by telephone within forty-eight (48) hours (excluding days on which the RCC Facility is not operating) of discovering any event that causes a delay in its compliance with any provision of this Consent Judgment. Leaving a voice mail message at the DEQ District Office in Warren with the AQD District Supervisor shall constitute verbal notice. 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 Defendant to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Defendant shall adopt all reasonable measures to avoid or minimize any such delay.

6.4 Defendant's failure to comply with the notice requirements of paragraph 6.3 shall render this Section VI (Force Majeure) void and of no force and effect as to the particular incident involved. The DEQ may, at its sole discretion and in appropriate circumstances, waive the notice requirements of paragraph 6.3 of this Consent Judgment.

6.5 If the parties agree that the delay or anticipated delay was beyond the control of Defendant, they may stipulate to that fact and petition the Court for an appropriate modification of this Consent Judgment. If the parties to this Consent Judgment are unable to reach an agreement regarding a delay or anticipated delay, the dispute shall be resolved in accordance with Section VII (Dispute Resolution) of

this Consent Judgment. Defendant bears the burden of proving that any delay was beyond its reasonable control and that it met all the requirements of this Section VI (Force Majeure).

6.6 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.

VII. DISPUTE RESOLUTION

7.1 The dispute resolution procedures of this Section VII shall be the exclusive mechanism to resolve disputes arising under this Consent Judgment and shall apply to all provisions of this Consent Judgment.

7.2 Any dispute that arises under this Consent Judgment shall in the first instance be the subject of informal negotiations between the parties. The period of negotiations shall not exceed ten (10) days from the date of written notice by any party to the other party that a dispute has arisen, but it may be extended by an agreement of the parties. The period for informal negotiations shall end when DEQ provides a written statement setting forth its proposed resolution of the dispute to Defendant.

7.3 If Defendant and DEQ cannot resolve a dispute by informal negotiations, then the dispute shall be resolved in accordance with the resolution proposed by DEQ, except as provided in paragraph 7.4.

7.4. Within ten (10) days after receipt of DEQ's proposed resolution, Defendant may file a petition for resolution with this Court setting 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 Consent Judgment. Any judicial review shall be limited to the administrative record.

7.5 Filing a petition with this Court to resolve a dispute shall not, by itself, extend or postpone any obligation of Defendant under this Consent Judgment.

7.6 Notwithstanding a party's decision to invoke dispute resolution, stipulated fines and any applicable interest shall accrue from the first day of Defendant's failure or refusal to comply with any term or condition of this Consent Judgment. In the event, and to the extent, that Defendant does not prevail on the disputed issue, stipulated fines and any applicable interest shall be paid within ten (10) calendar days in the manner provided for in paragraph 8.2.D of this Consent Judgment. Defendant shall not be assessed stipulated fines for disputes resolved in its favor.

7.7 Notwithstanding this Section VII (Dispute Resolution), Defendant shall pay that portion of a demand for reimbursement of costs or payment of stipulated penalties that is not subject to good faith resolution in accordance with and in the manner provided in Section VIII (Stipulated Settlement And Fines) of this Consent Judgment, as appropriate.

VIII. STIPULATED SETTLEMENT AND FINES

8.1 Settlement Amount. Pursuant to this paragraph 8.1 of this Consent Judgment, Defendant shall pay a settlement amount of \$15,000.00 to the General Fund of the State of Michigan in the form of a certified check made payable to the “State of Michigan” and delivered to the Michigan Department of Environmental Quality, Financial and Business Services Division, P.O. Box 30657, Lansing, Michigan 48909-8157. Defendant shall pay the settlement amount in three payments, as follows: (i) the first payment in the amount of \$5,000.00 shall be made within 30 days after the effective date of this Consent Judgment; (ii) the second payment in the amount of \$5,000.00 shall be made on or before August 1, 2016; and (iii) the third payment in the amount of \$5,000.00 shall be made on or before November 1, 2016. To ensure proper credit, all payments made pursuant to this Consent Judgment shall include the Agreement Identification No. AQD40094 on the face of the check. This settlement amount is in addition to any fees, taxes, or fines that may be imposed on Defendant by law.

8.2 Stipulated Fines.

Defendant shall pay stipulated fines for failure to comply with the terms of this Consent Judgment as follows:

A. Defendant shall pay a stipulated fine of \$3,000.00 per violation per day for failure to comply with paragraphs 4.2, 4.3.A, 4.3.C, or 4.3.D of this Consent Judgment.

B. Defendant shall pay a stipulated fine of \$2,000.00 per violation per day for failure to comply with paragraphs 4.3.B, 5.1, 5.2, or 5.3 of this Consent Judgment.

C. Defendant shall pay a stipulated fine of \$500.00 per violation per day for failure to comply with any other provision of PTI No. 143-11, as revised or amended, or this Consent Judgment.

D. All accrued stipulated fines shall be paid by Defendant within thirty (30) calendar days after written demand by the DEQ in the form of a certified check made payable to the "State of Michigan" and delivered to the Michigan Department of Environmental Quality, Financial and Business Services Division, Revenue Control, P.O. Box 30657, Lansing, Michigan 48909 8157. To ensure proper credit, all payments made pursuant to this Consent Judgment shall include the Agreement Identification No. AQD AQD40094S on the face of the check, including the letter "S" at the end of the sequence of numbers.

E. Payment of stipulated fines shall not alter or modify in any way Defendant's obligation to comply with the terms and conditions of this Consent Judgment.

F. The provisions of this paragraph shall not bar DEQ from seeking any additional remedies or sanctions available to them for any violation of this Consent Judgment or any other provision of applicable law.

G. DEQ, at its discretion, may seek stipulated fines or statutory civil fines for any violation of this Consent Judgment that is also a violation of any provision of applicable federal and state law, rule, regulation, permit, or DEQ Administrative Order. However, DEQ is precluded from seeking both a stipulated fine under this Consent Judgment and a statutory civil fine for the same violation.

H. To ensure timely payment of the settlement amount assessed in paragraph 8.1 and any stipulated fines assessed pursuant to paragraphs 8.2.A, 8.2.B, or 8.2.C of this Consent Judgment, Defendant shall pay an interest penalty to the State of Michigan each time it fails to make a complete or timely payment under this Consent Judgment. The interest payment shall be determined at a rate of interest that is equal to one percent (1%) plus the average interest rate paid at auctions of 5-year United States treasury notes during the six months immediately preceding July 1 and January 1, as certified by the state treasurer, compounded annually, and using the full increment of amount due as principal, calculated from the due date specified in this Consent Judgment until the date that delinquent payment is finally paid in full. MCL 600.6013(8). Payment of an interest penalty by Defendant shall be made to the State of Michigan in accordance with paragraph 8.2.D of this Consent Judgment. Interest payments shall be applied first toward the most overdue amount or outstanding interest penalty owed by Defendant

before any remaining balance is applied to subsequent payment amount or interest penalty.

8.3 Defendant agrees not to contest the legality of the settlement amount in paragraph 8.1 of this Consent Judgment. Defendant also agrees not to contest the legality of any stipulated fines assessed pursuant to paragraph 8.2 of this Consent Judgment, but otherwise reserves the right to dispute the factual basis upon which the application of stipulated fines is made.

IX. RIGHT OF ENTRY

9.1. Defendant shall allow DEQ, including its authorized representatives and contractors who present proper credentials, to enter upon the premises of the RCC Facility at all reasonable times for the purpose of monitoring compliance with PTI No. 143-11, all applicable laws and regulations, and the provisions of this Consent Judgment. Defendant shall take reasonable steps to prevent its officers, agents, servants, and employees from interfering with DEQ's lawful entry onto the RCC Facility including, but not limited to, entry pursuant to MCL 324.5526. DEQ and its representatives shall wear hardhats and protective eyewear they bring with them or provided by Defendant when accessing areas of the RCC Facility where concrete crushing is actively occurring. This paragraph in no way limits DEQ's authority to conduct tests and inspections pursuant to Part 55 and the Part 55 rules or any other applicable statutory provision or regulation.

X. NOTICES

10.1 Any submittal, notice, report, documentation, or recitation required by this Consent Judgment shall be submitted to the attention of:

For Plaintiff: Chris Ethridge
Air Quality Division District Supervisor
Southeast Michigan District Office
Michigan Department of Environmental Quality
27700 Donald Court
Warren, MI 48092
(586) 753-3740

Tom Hess
Enforcement Unit Chief
Air Quality Division
Michigan Department of Environmental Quality
P.O. Box 30260
Lansing, MI 48909-7760
(517) 335-4615

For Defendant: Leslie Snyder-Perfili
President and Operations Manager
Roseville Crushed Concrete
29765 Groesbeck Highway
Roseville, MI 48066
(586) 775-6388

Either party may send a written notice to the other party providing updated names and contact information for the person or persons designated in paragraph 10.1.

XI. GENERAL PROVISIONS

11.1 Third Parties. This Consent Judgment does not limit or affect the rights of Defendant or the State of Michigan against any third parties.

11.2 Severability. Should any provision of this Consent Judgment be declared by a court of competent jurisdiction to be inconsistent with state or federal law and, therefore, unenforceable, the remaining provisions shall remain in full force and effect.

11.3 Modification. Any party to this Consent Judgment may petition the Court for modification of this Consent Judgment prior to expiration of the effective period. Any modification must be in writing and approved by the Court. No party may petition the Court for a modification of this Consent Judgment without first having made a good faith effort to reach agreement with the other party on the terms of any such modification.

11.4 Other Laws. This Consent Judgment in no way affects Defendant's responsibility to comply with any other applicable state, federal, or local laws or regulations, or with any order of this or any other Court, including without limitation, any amendments to Part 55, the Clean Air Act, or their rules and regulations, or to Michigan's State Implementation Plan under the Clean Air Act.

11.5 Settlement.

A. This Consent Judgment is in full settlement and satisfaction of all matters alleged in the Complaint.

B. Entry of this Consent Judgment does not constitute a release from liability for any natural resource damages that have occurred or may occur at or because of activities at the RCC Facility.

C. This Consent Judgment constitutes a civil settlement of the violations alleged in the Complaint. It does not, however, resolve any criminal action that may result for those same violations.

XII. TERMINATION

12.1 This Consent Judgment shall remain in full force and effect for a period of at least five (5) years and until DEQ files a satisfaction of judgment pursuant to MCR 2.620. Prior to the filing of a satisfaction of judgment, Defendant shall submit a written request to the AQD Chief at the Michigan Department of Environmental Quality, Air Quality Division, P.O. Box 30260, Lansing, Michigan 48909-7760 to terminate this Consent Judgment. The written request shall consist of a written certification that Defendant has fully complied with all the requirements of this Consent Judgment and has made all payments, including all stipulated fines required by this Consent Judgment. Specifically, the 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 AQD Warren District Supervisor; (iii) confirmation that all records required to be maintained pursuant to this Consent Judgment are being maintained at the RCC Facility; and, (iv) such information as may be requested by the AQD Chief. Within 60 days after receipt of a complete written request, DEQ shall determine whether Defendant is in full compliance with all the provisions of this Consent Judgment, and if Defendant is in full compliance with all such provisions, DEQ shall file a satisfaction of judgment

pursuant to MCR 2.620. Any dispute about whether Defendant is in full compliance with all the provisions of this Consent Judgment shall be resolved pursuant to the dispute resolution provisions in Section VII of this Consent Judgment.

XIII. RETENTION OF JURISDICTION

13.1 Prior to the termination of this Consent Judgment under paragraph 12.1 above, this Court shall retain jurisdiction over this action to modify or enforce the terms of this Consent Judgment, to assess stipulated fines, to resolve disputes arising under its terms, or to take any action necessary or appropriate for construction or implementation of this Consent Judgment.

XIV. EFFECTIVE DATE

14.1 This Consent Judgment shall be effective upon the date that it is entered by the court.

IT IS SO ORDERED THIS _____ day of _____, 20____.

DEC 23 2015

IT IS FURTHER ORDERED that in compliance with MCR 2.602(A)(3), this Court finds that this decision resolves the last pending claims and closes the case.

JUDGE JAMES S. JAMO
JAMES S. JAMO
CIRCUIT COURT JUDGE

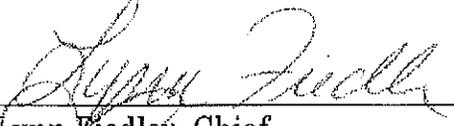
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STIPULATION

The parties hereby stipulate to the entry of the forgoing Consent Judgment.
Notice and hearing on entry of the above order is waived.

FOR PLAINTIFF

Michigan Department of Environmental Quality

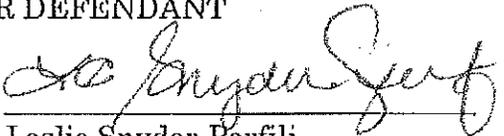
By:  Dated: 12/22, 2015
Lynn Fiedler, Chief
Air Quality Division
Michigan Department of Environmental Quality

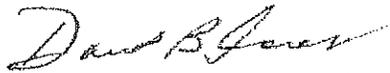
BILL SCHUETTE

Attorney General

By:  Dated: 12/22/, 2015
Jaclyn Shoshana Levine (P58938)
Assistant Attorney General
Environment, Natural Resources,
and Agriculture Division
Attorney for Plaintiff

FOR DEFENDANT

By:  Dated: 12/18/2015, 2015
Leslie Snyder-Perfili
President and Operations Manager
North American Excavating & Trucking Co., Inc.
dba Roseville Crushed Concrete

By:  Dated: 12-18-2015, 2015
David B. Forest (P43753)
Attorney for Defendant