



Flex|N|Gate Group  
Ventra Fowlerville, LLC  
General Manager  
8887 W Grand River Ave.  
Fowlerville, MI  
48836  
P: +1.517.223.4510  
[jwallace@ventra.us](mailto:jwallace@ventra.us)

INTERIOR & EXTERIOR PLASTICS  
BODY STRUCTURE & EXTERIOR  
METALS  
MECHANICAL ASSEMBLIES  
DESIGN & PROTOTYPING  
LIGHTING SYSTEMS  
SEQUENCING

25 March 2021

Michigan Department of Environment, Great Lakes and Energy  
Air Quality Division  
525 W. Allegan St.  
Lansing, MI 48909

Attention: Mr. Robert Byrnes, Senior Environmental Engineer

Re: Ventra Fowlerville, LLC  
Site Inspection 12 January 2021  
Notice of Violation 9 March 2021  
SRN: N7413, Livingston County



Dear Sirs/Mesdames:-

This letter responds to the notice of violation dated March 09, 2021 that resulted from your site inspection on January 12, 2021.

Please find below each of the documented observations followed by the facility's response. Measures implemented to establish compliance for each observation are being submitted for your consideration.

1. *Rule/Permit Condition Violated: 40 CFR 63.7510g/SC III.1 – Failure to complete the boiler tune-ups within 5 years after January 21, 2016.*

Ventra Fowlerville, LLC scheduled a tune up in March 2020 with Hurst Mechanical. During scheduling, a misunderstanding lead to the Safety inspection of the boiler; however, the boiler tune-up was missed. Upon notice of this rule violation, Ventra Fowlerville scheduled the tune-up; Hurst Mechanical is scheduled to conduct the tune up during the week of March 29, 2021. In order to prevent reoccurrence, the tune-up requirement was added to a service agreement with Hurst Mechanical on March 5, 2021. This service will be conducted on an annual basis moving forward. Please see **Attachment A** for the updated service agreement. The tune-up results will be shared with Mr. Byrnes upon receipt.

2. *Rule/Permit Condition Violated: R336.1702(a)/ SC IV.3 requires a minimum VOC capture efficiency of 90 percent (by weight). Tests failed to meet 90 percent capture on August 15, 2019, March 17, 2020, and on January 13, 2021.*

The approved capture efficiency data from 2014 and the most recent, failed capture efficiency test data suggests that the system continues to perform consistently over time. As there have been no major changes to the system during this time, Ventra Fowlerville will continue to review the capture efficiency data to understand the root cause of the failed capture efficiency test.

As part of the data review and in order to understand why capture efficiency is less than 90%, Ventra Fowlerville has scheduled another Capture Efficiency engineering test for April 6<sup>th</sup> and 7<sup>th</sup>. This violation is ongoing until Ventra Fowlerville can prove capture efficiency greater than 90%.

Ventra Fowlerville has also scheduled an engineering test with Montrose Air Quality Services, LLC on Saturday, April 10<sup>th</sup>, 2021 to determine achievability of Permanent Total Enclosure. The facility will work with EGLE - Air Quality Division to adhere to Renewable Operating Permit Conditions throughout this process. If the engineering test reveals that current conditions are acceptable, the facility will promptly schedule a Compliance Verification test and submit the required Permit to Install application. However, if conditions are found to be not acceptable for PTE approval, Ventra Fowlerville will determine necessary plans for modifications. Should modifications be necessary, these plans will be quickly communicated with EGLE.

Please feel free to contact Kaylyn Cox, EHS Manager, at (517) 223-4504 with any questions or concerns regarding this information.

Yours very truly,  
VENTRA FOWLERVILLE, LLC.

By:   
Joe Wallace  
General Manager

Attach:  
A – Updated Service Agreement – Hurst Mechanical



***PRESENTED TO:***

**JAMES MORAN  
TONY VISNAW  
VENTRA  
FOWLerville  
8887 W GRAND RIVER  
FOWLerville, MI 48836**



***PRESENTED BY:***

**GREG DOERR  
HURST MECHANICAL  
5800 SAFETY DR NE  
BELMONT, MI 49306**

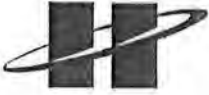
5800 Safety Drive NE  
Belmont, MI 49306  
P (616) 784- 4040  
F (616) 785-7900

885 Robinwood Ct.  
Traverse City, MI 49686  
P (231) 947-2750  
F (231) 947-1636

7300 E. Michigan  
Kalamazoo, MI 49048  
P (269) 345-4040  
F (269) 345-4045

2330 Lake Ave  
N. Muskegon, MI 49445  
P (616) 784-4040  
F (616) 789-7500





# THANK YOU!



March 5, 2021

James Moran / Tony Visnaw  
Ventra Fowlerville  
8887 W Grand River  
Fowlerville, MI 48836

Dear James and Tony;

Thank you for the opportunity to present our Energy Service Agreement (ESA) tailored to your facility. Our goal has been to listen carefully to your needs so we can understand the challenges and issues you face in managing your facility.

The following proposal represents the solutions we recommend based on our understanding of your needs and Hurst Mechanical's 30 plus years of mechanical systems experience.

The following are some of the key items we've included in your program:

- Check for loose electrical connections.
- Check refrigerant levels in all units.
- Align all motor pulleys and check belt tension.
- Check amp draw and voltage on all motors.
- Clean and adjust burners on all heating equipment.
- Check heating operation including safety controls, ignition and pilot.
- Check all boiler safeties in order to comply with State of Michigan ASME CSD-1.
- Clean all evaporator and condenser coils as required. (Power washing not included)

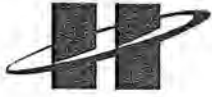
In addition to preferential scheduling, your labor rate is discounted 10% (approx. \$10 per hour) for all service work including plumbing and electrical.

If our plan meets your expectations, please authorize on the agreement page located in the back pocket of this proposal.

Again, we thank you for this opportunity and look forward to working with you.

Sincerely,

Greg Doerr  
**Hurst Mechanical, Inc.**



# QUARTERLY AND SEMI ANNUAL TERMS AND CONDITIONS

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1. Hurst Mechanical, Inc. shall provide a planned energy service and preventative maintenance program tailored specifically to the customer's HVAC equipment.
  2. All scheduled labor shall be performed during normal working hours.
  3. All labor shall be performed with qualified, trained personnel directly employed/supervised by Hurst Mechanical, Inc.

## **ADDITIONAL SERVICES PROVIDED**

4.

ALL EQUIPMENT SHALL BE MAINTAINED ACCORDING TO MANUFACTURER'S RECOMMENDED GUIDELINES.

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## **LIMITATIONS**

5. Hurst Mechanical, Inc. shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to: acts of God, fire, theft, explosions, vandalism, work stoppage, floods, or delays in transportation.
6. Hurst Mechanical, Inc. shall not be liable for loss of business or consequential damages other than property damage or injury to persons caused as a direct result of negligence by Hurst Mechanical, Inc. in performance or failure of performance of its obligations under this agreement.
7. Hurst Mechanical, Inc. shall not be responsible for concealed piping and lines. Reasonable access is presumed under the scope of this agreement.
8. Hurst Mechanical, Inc. shall not be responsible for alterations or modifications required by governmental, regulatory or insurance agencies.
9. This agreement does not include responsibility for initial system design or obsolescence.
10. Contractor disclaims any and all responsibility and liability for the indoor air quality of the customer's facility. This includes without limitation illness or injury to occupants or third parties, or any damage to the customer's facility arising out of or in connection with the contractors work under this agreement. This includes without limitation any injury, illness, or damage resulting in any manner from any fungus or spores, or any substance produced by or arising out of any fungus or spore.

## **SPECIAL CONDITIONS**

11. SHOULD ANY ADDITIONAL REPAIRS BE NECESSARY, YOU WILL BE NOTIFIED, AND PROVIDED A PRICE AT THAT TIME. POWERWASHING OF COILS IS NOT INCLUDED.
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## ***SPECIAL PROVISIONS***

Includes CSD-1 inspections on boilers

Tube heaters are checked in the Fall only; we start them at the stats and make sure they come on. No lift or labor is included for maintenance or troubleshooting.

Ventra to provide and install all filters.

Ventra to provide and install all belts.

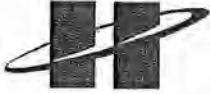
Ventra to lubricate all bearings and pump.

**2021 ADD:**

Combustion analyzes both boilers during the fall inspection. We will also submit for Consumers Energy rebates every other year while program is in place.

Add - \$459.00 per year





# SEMI ANNUAL ENERGY SERVICE AGREEMENT

We agree to provide building equipment maintenance on the equipment covered in accordance with the terms and conditions of this agreement at the following locations:

Ventra Fowlerville  
8887 W Grand River  
Fowlerville, MI 48836

This agreement shall begin on date signed and shall remain in force for 3 years and from year to year thereafter until canceled in writing no less than 30 days prior to anniversary date.

## Semi Annual Energy Service Agreement

This is a semi-annual ESA and scheduled maintenance plan that includes 2 visits per year. This is a limited plan that may not be adequate for all facilities. Repairs and service calls are billed separately from this agreement.

For these services, including maintenance of equipment covered, you agree to pay Hurst Mechanical the annual sum of Five Thousand Two Hundred Fifty and 00/100 dollars (\$5,250.00) payable on presentation of invoice in accordance with the following schedule:

Semi-annual invoices of \$2,625.00

For services not covered under this agreement and performed by Hurst Mechanical upon your authorization, you agree to pay Hurst Mechanical upon presentation of invoice(s) at Hurst mechanical prevailing labor, transportation and material charges. You agree to pay any applicable taxes or governmental charges in addition to the amounts set forth above.

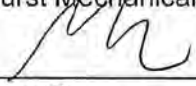
This agreement, when accepted in writing below by you and approved by the authorized Hurst Mechanical representative, shall constitute the entire agreement between us, and all prior agreements are superseded.

Accepted by:

\_\_\_\_\_  
Customers Signature

\_\_\_\_\_  
Date

Hurst Mechanical

  
\_\_\_\_\_  
Greg Doerr

3-5-21  
\_\_\_\_\_  
Date