

Draft from MDEQ
sent to Jean Caufield (REALM) on Dec 28/01

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Alex Rothchild
LFR
Sep 30, 2009 09:20

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Voluntary Corrective Action Agreement
Between
The Michigan Department of Environmental Quality and
Remediation and Liability Management Company, Inc.
For The Former Peregrine (US), Inc. Coldwater Road Facility
(MIR 000 020 743)

This Voluntary Corrective Action Agreement ("Agreement") is established between the Michigan Department of Environmental Quality ("MDEQ") and the Remediation and Liability Management Company, Inc. ("REALM"), collectively referred to as the Parties. The MDEQ enters into this Agreement in furtherance of its statutory and regulatory responsibilities pursuant to Part 111, Hazardous Waste Management ("Part 111"), of the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("NREPA"), MCL 324.11101 et seq., and other applicable state and federal laws and regulations, including its authority as an authorized state under the federal Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6926.

I. STATEMENT OF PURPOSE

- 1.1 In entering into this Agreement, the mutual objectives of the Parties are:
- a. For REALM to work independently and voluntarily to investigate and, as necessary, stabilize and remediate releases of hazardous waste, hazardous waste constituents, and hazardous substances at or from the former Peregrine (US), Inc. ("Peregrine") Coldwater Road facility ("the Facility") that may present an unacceptable risk to human health or the environment. The Facility is located at G1245 East Coldwater Road, Genesee Township, Flint, Michigan (see Attachment 1; Facility Map). REALM owns and/or operates the Facility.
 - b. For REALM to use the protection standards and relevant processes of Part 201, Environmental Remediation, ("Part 201") for satisfying their corrective action obligations for releases of hazardous waste and

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hazardous waste constituents under Part 111 and their remedial obligations for releases of hazardous substances under Part 201.

- c. To facilitate REALM's efforts to restore the Facility to beneficial use.
- d. For REALM to perform corrective action in accordance with Part 111, RCRA, and Part 201 and to make the corrective action "Environmental Indicators" demonstrations required by the United States Environmental Protection Agency ("U.S. EPA") under the Government Performance and Results Act for control of human exposures and migration of contaminated groundwater.

II. DEFINITIONS

- 2.1 Unless otherwise expressly provided herein, the terms used in this Agreement which are defined in Part 111 or RCRA or the regulations promulgated under those statutes will have the definitions given to them in Part 111 or RCRA or in such regulations.
- 2.2 The terms "hazardous substance," "response activity," "remedial action plan," "feasibility study," "interim response activity," and "remedial action" shall have the meaning as defined in Part 201.
- 2.3 "Waste Management Unit" ("WMU"), as used in this Agreement, means any discernible unit at which contaminants, as defined in Section 11102(2) of Part 111, have been placed at any time, or at which contaminants have been released, or at which there is a threat of release regardless of the intended use of such unit, and which is subject to the corrective action requirements of Part 111, MCL 324.11115(3) and (4) and 15b or R 299.9629. The term "Waste Management Unit" includes the term "Solid Waste Management Unit" ("SWMU") as defined by the U.S. EPA in 61 Federal Register 19442 (May 1, 1996).

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- 2.4 "Area of Concern" ("AOC"), as used in this Agreement, means those areas which may not meet the definition of a WMU but which may have released hazardous waste, hazardous waste constituents, or hazardous substances to the environment on a non-routine basis, which may present an unacceptable risk to the public health, safety, welfare, or the environment and are subject to the corrective action requirements of Part 111 and the remediation requirements of Part 201.

III. BACKGROUND

- 3.1 According to REALM, the Facility was acquired as vacant land in 1951. In the past, the Facility has been used for plating operations, including, but not limited to, thirteen (13) chrome and two zinc plating lines, in addition to die casting and pressroom operations. It has also been used for the manufacture of window regulators, door hinges, and door modules. REALM is in the process of demolishing all of the buildings at the Facility.
- 3.2 On December 26, 1996, the Facility was given U.S. EPA identification number MIR 000 020 743.
- 3.3 On August 19, 1998, the U.S. EPA developed a Preliminary Assessment/Visual Site Inspection ("PA/VSI") Report which identified WMUs and AOCs at the Facility that require corrective action.

IV. PROJECT MANAGER

- 4.1 The MDEQ and REALM will each designate a Project Manager and notify each other in writing of the Project Manager selected within 14 days of the effective date of this Agreement. Each Project Manager will be responsible for overseeing the implementation of this Agreement. To the maximum extent practicable, all communications between REALM and the MDEQ, and all documents, reports, approvals, and other correspondence concerning the activities performed pursuant to this Agreement, shall be directed through the Project Manager. The

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Parties will provide prompt written notice whenever there is a change of Project Manager.

V. WORK TO BE PERFORMED

5.1 REALM agrees to perform the actions specified in this section in the manner and by the dates specified herein. REALM will perform the work, pursuant to this Agreement, in compliance with Part 111, RCRA and other applicable State and Federal laws and their implementing regulations, and consistent with all relevant MDEQ and U.S. EPA guidance documents as appropriate to the Facility, including but not limited to applicable portions of the current MDEQ "Voluntary Corrective Action Brochure" and Technical Guidance Documents.

5.2 Remedial Investigation

REALM will complete activities necessary to identify and define the nature and extent of releases of hazardous waste, hazardous constituents and hazardous substances at or from the Facility. These activities include:

- a. Provide to the MDEQ, within 30 days after the effective date of this Agreement, a Current Conditions Report ("CCR") covering all areas of the Facility. The CCR will include any recent sampling data and a summary of the historic operations and physical setting of the Facility. The CCR will describe, at a minimum, conditions at all Facility locations specified in the PA/VSI and any known past or present locations of treatment, storage, or disposal of hazardous waste, hazardous waste constituents, or hazardous substances. The CCR must include a copy of the current zoning designation that pertains to the site and the portion of the zoning ordinance that pertains to the zoning designation. If there is a change in land usage and subsequent zoning at this site or any portion of the site, a copy of the change in zoning designation must be submitted to the MDEQ.

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- b. Provide to the MDEQ, a Remedial Investigation ("RI") Work Plan to identify the nature and extent of any releases of hazardous waste, hazardous waste constituents, and hazardous substances at or from the Facility, which may pose an unacceptable risk to human health or the environment.
- c. Implement the RI Work Plan and provide an RI Report to the MDEQ upon completion of the RI. The RI Report will describe the nature and extent of any releases of hazardous waste, hazardous waste constituents, or hazardous substances at or from the Facility which may pose an unacceptable risk to human health or the environment. The RI report will also describe the nature and extent of any releases of hazardous waste, hazardous waste constituents or hazardous substances at or from the Facility which do not pose an unacceptable risk to human health or the environment and provide the basis for those conclusions, including an evaluation of the risks. The RI Report may be prepared in phases to provide timely support for the determinations and proposal described in paragraph 5.6.2 and for the demonstrations described in Section 5.4. If the investigation determines that acceptable risks to human health or the environment are exceeded, REALM will determine the need for interim response activity, as provided for in Section 5.3, based on a professional evaluation of the data and will notify the MDEQ of the planned course of action.
- d. If polychlorinated biphenyls (PCBs) are detected during the RI Investigation, REALM will provide a discussion in the RI Report regarding the applicability of the Toxic Substances Control Act (TSCA) regulations found at 40 CFR 761. This discussion must include a justification as to why TSCA may or may not be applicable to PCBs detected on-site. If TSCA is deemed applicable to any areas of PCB contamination, the RI Report must include a proposal to appropriately address all TSCA obligations and requirements.

5.3 Interim Response Activity

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REALM may choose to proceed with Interim Response Activities to clean up or remove a released hazardous waste, hazardous waste constituent, or hazardous substance or to take other actions, prior to the implementation of a remedial action, as may be necessary to prevent, minimize, or mitigate injury to the public health, safety, or welfare, or to the environment.

5.4 Environmental Indicator Reporting

5.4.1 REALM will demonstrate by the dates indicated below, through submittal of an Environmental Indicators Report and performance of any other necessary activities, consistent with this Section, that:

- a. By April 30, 2003, all current human exposures to contamination at or from the Facility are under control. That is, for all media known or reasonably suspected to be contaminated with hazardous wastes or hazardous waste constituents above applicable Part 201 risk-based levels, for which there are complete pathways between the contamination and human receptors, significant or unacceptable exposures do not exist.
- b. By April 30, 2003, migration of contaminated groundwater at or from the Facility is stabilized. That is, the migration of all groundwater known or reasonably suspected to be contaminated with hazardous wastes or hazardous waste constituents above acceptable levels is stabilized to remain within any existing areas of contamination as defined by monitoring locations designated at the time of the demonstration. In addition, any discharge of groundwater to surface water is either insignificant or shown to be currently acceptable according to an appropriate interim assessment. Monitoring and measurement data must be collected in the future, as necessary, to verify that migration of any contaminated groundwater is stabilized.

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5.4.2 In order to prepare for and provide the demonstrations required by Section 5.4.1 above, REALM will:

- a. Use the appropriate Part 201 criteria under current land use scenarios, or develop facility-specific generic or site-specific criteria as allowed by Part 201 and its rules.
- b. Identify all current exposure pathways that are relevant and applicable. The basis and justification for eliminating any pathway as “non-applicable” must be provided. Also, determine any exceedances of applicable Part 201 criteria and identify current unacceptable risks to human health and the environment and describe why other identified risks may be acceptable at this time.
- c. Control any unacceptable current human exposures to identified contamination. This may include performing any response activities or other response measures necessary to control current human exposures to contamination to within acceptable risk levels.
- d. Stabilize and/or prevent the migration of contaminated groundwater. This may include implementing any response activities necessary to achieve stabilization or prevention of migration.
- e. Conduct groundwater monitoring to confirm that any contaminated groundwater is not migrating beyond the original area of contamination.
- f. Prepare a report, either prior to or as part of the Environmental Indicators Report, that provides a description and justification for any interim actions performed to meet the requirements of this Section, including sampling documentation, construction completion

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documentation, and/or confirmatory sampling results. In preparing this report, REALM may use information obtained from other work conducted under this Agreement.

5.5 Feasibility Study

5.5.1 If it is determined that response activities are necessary for the Facility, REALM agrees to conduct a Feasibility Study ("FS") to identify, screen, and evaluate potential response activity alternatives for releases of hazardous waste, hazardous waste constituents, and hazardous substances at or from the Facility. REALM agrees to submit to the MDEQ an FS Report to document the evaluation of potential response activity alternatives.

5.5.2 The MDEQ may request supplemental information from REALM if it determines that the FS Report and supporting information do not provide an adequate basis to select final response activities that meet the requirements for a Remedial Action Plan ("RAP") established under Sections 324.20118, 324.20120a, 324.20120b and 324.20120d of the NREPA, the Part 201 Rules, and that will protect human health and the environment from the release of hazardous waste, hazardous waste constituents and hazardous substances at or from the Facility. REALM will provide such supplemental information in a timely manner as directed in writing by the MDEQ.

5.6 Remedial Action Plan

5.6.1 The Parties agree to meet to discuss the plans for the final response activities prior to the submittal of the RAP.

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- 5.6.2 REALM will propose to the MDEQ by April 30, 2003, final response activities necessary to meet the requirements of a RAP, as set forth in Sections 324.20118, 324.20120a 324.20120b and 324.20120d of the NREPA and the Part 201 Rules, and to protect human health and the environment from all current and anticipated future unacceptable risks due to past releases of hazardous waste, hazardous waste constituents, and hazardous substances at or from the Facility.
- 5.6.3 REALM agrees to submit a RAP to the MDEQ for review and approval. REALM may use the MDEQ Environmental Response Division *Suggested Format & Contents for Remedial Action Plans* document in attachment 2, as guidance for developing their RAP. The RAP will include a detailed schedule for construction and implementation of the final response activities and submission of a Completion Report. The schedule will provide that as much of the initial construction work as practicable will be completed within one year after the MDEQ approves the RAP and that all final response activities will be completed within a reasonable period of time to protect human health and the environment.
- 5.6.4 As part of developing its RAP, REALM agrees to propose appropriate land-use based Part 201 criteria, cleanup objectives, and points of compliance under current and reasonably expected future land use scenarios and provide the basis and justification for these decisions.
- 5.6.5 If the RAP is based on criteria for the generic residential cleanup category provided for in Section 20120a(1)(a) of Part 201, land use restrictions or monitoring shall not be required once those standards have been achieved. If the RAP is based on criteria in categories provided for in Section 20120a(1)(b) to (e), REALM agrees to submit to the MDEQ a Notice of Approved Environmental Remediation ("NAER") for review and approval. Within 21 days after the approval of the RAP, or within 21 days after completion of construction of the remedial action, as appropriate to

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the circumstances, REALM agrees to have the approved NAER recorded with the Genesee County Register of Deeds. If the RAP is based on criteria in categories provided for in Section 20120a(1)(f) to (j) or (2) of Part 201, REALM agrees to enter into a legally enforceable agreement with the MDEQ. REALM also agrees to set forth appropriate land use or resource use restrictions required to assure the effectiveness and integrity of any containment, exposure barrier, or other land use or resource use restrictions in a restrictive covenant. REALM agrees to submit the restrictive covenant to the MDEQ for review and approval. Within 21 days after MDEQ approval of the RAP, or within 21 days after the completion of construction of the containment or barrier, as appropriate to the circumstances, REALM agrees to have the approved restrictive covenant recorded with the Genesee County Register of Deeds.

- 5.6.6 The legally enforceable agreement referenced in paragraph 5.6.5 shall stipulate, if applicable, land use or resource use restrictions, monitoring, operation and maintenance, and permanent markers identifying restricted areas and the nature of the restrictions, and financial assurance to pay for monitoring, operation and maintenance, oversight, and other costs determined by the MDEQ to be necessary to assure the effectiveness and integrity of the remedial action.
- 5.6.7 If ongoing monitoring or operation and maintenance is required after construction of the final response activities, REALM will include an operations and maintenance ("O&M") Plan in the RAP. Upon the MDEQ's written approval, REALM will implement the approved O&M Plan according to the schedule and provisions contained therein.
- 5.6.8 Any risk assessments conducted by REALM must estimate human health and ecological risk under reasonable maximum exposure for both current and reasonably expected future land use scenarios and be performed in accordance with Part 201 and its rules.

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5.6.9 All sampling and analysis conducted under this Agreement will be performed in accordance with a Quality Assurance Project Plan ("QAPP") prepared in accordance with the U.S. EPA, Region 5, RCRA Quality Assurance Project Plan Policy (April 1998) as appropriate for the Facility, and be sufficient to identify, characterize, and delineate the nature and extent of all releases. The MDEQ may audit laboratories selected by REALM or require REALM to purchase and have analyzed any Performance Evaluation ("PE") samples selected by the MDEQ, which are compounds of concern. REALM will notify the MDEQ in writing at least 14 days before beginning each separate phase of field work performed under this Agreement. At the request of the MDEQ, REALM will provide or allow the MDEQ or its authorized representative to take split or duplicate samples of all samples collected by REALM under this Agreement.

5.6.10 The MDEQ agrees to provide the public with an opportunity to review and comment on the proposed RAP.

5.6.11 Upon MDEQ approval of the RAP, REALM agrees to implement the RAP. If REALM implements a RAP approved by MDEQ pursuant to Sections 324.20120b(2) to (5) of Part 201, REALM agrees to provide notice of the land use restrictions that are part of the RAP to the zoning authority for the local unit of government in which the Facility is located within 30 days of approval of the RAP in accordance with Section 324.20120b(9) of Part 201.

5.7 Completion Report

5.7.1 REALM agrees to submit a final Completion Report documenting that all work performed was completed in accordance with the approved RAP.

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- 5.7.2 REALM agrees to demonstrate that it has investigated all exposure pathways and has remediated all unacceptable risks to human health and the environment above the applicable Part 201 cleanup criteria.
- 5.7.3 REALM agrees to provide documentation of completion of all TSCA obligations for remediation of PCBs, if applicable.
- 5.7.4 REALM agrees to provide documentation of the NAER or restrictive covenant filing, as appropriate, with the Genesee County Register of Deeds.
- 5.7.5 After completion of and based on the results of the final Completion Report and other relevant information, REALM may submit a written request to the MDEQ if REALM wishes to terminate corrective action for the Facility or a portion of the Facility. REALM must demonstrate that there have been no releases of hazardous waste, hazardous waste constituents, or hazardous substances at or from the Facility or portion of the Facility or that the Facility or portion of the Facility has been remediated to applicable generic cleanup standards and, therefore, poses no threat to public health, safety, welfare, or the environment.
- 5.7.6 If, based upon a review of REALM's request, pursuant to paragraph 5.7.5, the results of the final Completion Report, and other relevant information, the MDEQ determines that the releases or suspected releases of hazardous waste, hazardous waste constituent, or hazardous substances do not exist or that the Facility or portion of the Facility has been remediated to applicable generic cleanup standards, the MDEQ will approve the request to terminate corrective action.
- 5.7.7 A determination to terminate corrective action shall not preclude the MDEQ from requiring further corrective action at a later date, if new information or subsequent analysis indicates that a release or threat of a

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release of a hazardous waste, hazardous waste constituent, or hazardous substance at or from the Facility or exists which may pose a threat to public health, safety, welfare, or the environment, or if there is a change in the use of any portion of the Facility such that the generic cleanup criteria upon which the corrective action is based are no longer applicable.

- 5.8 If there is a transfer of ownership or operational control of the facility, REALM agrees to provide a copy of the Part 111, R 299.9525 notice to potential new owners or operators.

VI. ON-SITE AND OFF-SITE ACCESS

- 6.1 The MDEQ and its agents, employees, and representatives are authorized to enter and freely move about all property at the Facility for the purposes of but not limited to interviewing REALM personnel and contractors; inspection of non-privileged records, operating logs, and contracts related to the Facility; reviewing the progress of REALM in carrying out the terms of this Agreement; conducting such tests, sampling, or monitoring as the MDEQ or its Project Coordinator deem necessary; using a camera, sound recording, or other documentary-type equipment; and verifying the reports and data submitted to the MDEQ by REALM. REALM shall permit such persons to inspect all non-privileged records, files, photographs, documents, and other writings, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Agreement, and provide copies thereof if requested by the MDEQ. Health and safety protocols that are essential for the prevention of serious injury or death will be followed at all times.
- 6.2 To the extent that work being performed pursuant to this Agreement must be done on property not owned or controlled by REALM, REALM will use its best efforts to obtain access agreements necessary to complete work required by this Agreement from the present owner(s) or operators of such property. Any such

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access agreement will provide for access by the MDEQ and its representatives. REALM will ensure that the MDEQ's Project Manager has a copy of any access agreement(s). The MDEQ may, at its discretion, assist REALM in obtaining access.

- 6.3 Nothing in this Section limits or otherwise affects the MDEQ's right of access and entry pursuant to applicable law, including the NREPA and RCRA.
- 6.4 Nothing in this Agreement shall be construed to limit or otherwise affect the liability and obligation of REALM to perform corrective action, including corrective action beyond the Facility boundary, notwithstanding the lack of access.

VII. REPORTING AND PUBLIC INVOLVEMENT

- 7.1 REALM agrees to establish a publicly accessible repository for information regarding Facility activities and conduct public outreach and involvement activities, consistent with the RCRA Public Participation Manual, as appropriate for the Facility.
- 7.2 REALM agrees to provide quarterly progress reports to the MDEQ Project Manager by the 15th day of the month following each quarter. The report will list the work performed to date, data collected, problems encountered, project schedule, and the percent of the project completed.
- 7.3 The Parties will communicate frequently and in good faith to assure successful completion of the requirements of this Agreement and will meet on at least a semi-annual basis to discuss the work proposed and performed under this Agreement.

VIII. RECORD PRESERVATION

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- 8.1 REALM will retain, during the pendency of this Agreement and for at least six (6) years after termination of the entire Agreement, all data and all final documents now in its possession or control or which come into its possession or control which relate to this Agreement. REALM will notify the MDEQ in writing 90 days before destroying any such records, and provide the MDEQ the opportunity to take possession or obtain copies of any such non-privileged documents. REALM's notice will refer to the effective date and name of this Agreement and will be addressed to:

Chief, Waste Management Division
Michigan Department of Environmental Quality
P.O. Box 30241
Lansing, MI 48909-7741

REALM will promptly provide the MDEQ's Project Manager a copy of any such notice.

- 8.2 REALM further agrees that within 30 days after retaining or employing any agent, consultant, or contractor ("Agents") to carry out the terms of this Agreement, REALM will enter into an agreement with the Agents to provide REALM a copy of all data and final non-privileged documents produced under this Agreement.
- 8.3 REALM agrees that it will not assert any claim of privilege for any data developed to prepare any reports or conduct any investigations or other actions taken under the Agreement.

IX. MODIFICATION, TERMINATION, AND SATISFACTION

- 9.1 This Agreement may be modified by written, mutual agreement of the Parties. The Project Managers may agree in writing to extend any deadline in this Agreement.

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- 9.2 Either Party may unilaterally terminate this Agreement upon written notice to the other Party.
- 9.3 REALM may request that the MDEQ issue a determination that REALM has met the corrective action cleanup objectives for the Facility or a portion of the Facility. REALM will submit documentation that it has achieved the objectives and the MDEQ will respond in writing indicating whether REALM has completed its corrective action obligations under Part 111 as forth in paragraphs 5.7.5 and 5.7.6.
- 9.4 The provisions of this Agreement will be satisfied and this Agreement will terminate upon REALM's and the MDEQ's execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights" ("Acknowledgment"). REALM's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, to maintain any necessary land or resource use restrictions, perform operation and maintenance and long-term monitoring activities, establish and maintain financial assurance and permanent markers or other long-term measures, and to recognize the Parties' reservation of rights as required in Section X.

X. RESERVATION OF RIGHTS

- 10.1 The Parties reserve any and all rights, remedies, authorities, or defenses that they respectively have under law. Nothing in this Agreement limits or affects the authority or ability of either Party to take any action authorized by law. Nothing in this Agreement creates any legal rights, claims, or defenses in either Party or by or for any Third Party. Nothing in this Agreement relieves REALM from complying with applicable federal, state, and local laws.
- 10.2 This Agreement does not limit or affect the rights of the Parties against any Third Party, nor does it limit the rights of Third Parties.

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XI. EFFECTIVE DATE

This Agreement is effective on the date the last Party signs.

DATE: _____

BY: _____

William J. McFarland, President
Remediation and Liability Management
Company, Inc.

DATE: _____

BY: _____

Jim Sygo, Chief
Waste Management Division
Michigan Department of Environmental Quality

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Sep 30, 2009 09:20

Turchan, Glenn

From: marilyn.j.dedyne@gm.com
Sent: January 10, 2002 3:47 PM
To: gturchan@craworld.com
Subject: Re: REALM - Coldwater Road; Voluntary Corrective Action Agreement

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ATT97125.txt

----- Forwarded by Marilyn J. Dedyne/US/GM/GMC on 01/10/2002
03:46 PM -----

Jean E. Caufield
01/03/2002 07:46 PM

To: Michelle T. Fisher/US/GM/GMC@GM, Ed E. Peterson/US/GM/GMC@GM
cc: Marilyn J. Dedyne/US/GM/GMC@GM, Cheryl R. Hiatt/US/GM/GMC@GM@EDS HUB
Subject: Re: REALM - Coldwater Road; Voluntary Corrective Action Agreement

Michelle, is this yours or another attorney's?

Ed, thought you should review this given your (painful) involvement in negotiating the Livonia agreement. I haven't looked at this one so don't know how it compares to Livonia.

All: is it realistic to tell Gary we will get back to them with comments by next Friday, Jan. 11? Who should (wants to?) take the lead in drafting our modifications?

----- Forwarded by Jean E. Caufield/US/GM/GMC on 01/03/2002
07:42 PM -----

Jean E. Caufield
01/03/2002 07:41 PM

To: "Gary Tuma" <TUMAG@michigan.gov>
cc: Cheryl R. Hiatt/US/GM/GMC@GM@EDS HUB, Marilyn J. Dedyne/US/GM/GMC@GM
Subject: Re: REALM - Coldwater Road; Voluntary Corrective Action Agreement
(Document link not converted)

Hello, Gary. Thanks for your email with the draft agreement. Sorry for the delay in responding. I'm just catching up on my email after the holidays. We will review the draft and get back to you as quickly as possible. I will check with our team members and let you know when to expect a reply.

Hope you had a good holiday--although it looks from your email as though you spent at least part of it in the office!

"Gary Tuma" <TUMAG@michigan.gov> on 12/28/2001 10:57:53 AM

To: Jean E. Caufield/US/GM/GMC@GM
cc: Hamper.George@epamail.epa.gov, "Kathleen Cavanaugh"
<CavanaughK@michigan.gov>, "John Craig" <CRAIGJ@michigan.gov>, "Kevin
Holdwick" <HOLDWICK@michigan.gov>

Sep 30, 2009 09:20

Subject: REALM - Coldwater Road; Voluntary Corrective Action Agreement

Good Morning Jean:

Please find attached a draft of the VCA Agreement for the Former Peregrine (US) Inc. facility on Coldwater Road in Genesee Township. The DEQ has prepared this Agreement in cooperation with the U.S. EPA pursuant to the Memorandum of Understanding for corrective action and brownfield redevelopment.

This Agreement has been drafted assuming that REALM will address its Part 201 obligations at this facility and for future use at other facilities in Michigan where a VCA Agreement might be appropriate. If REALM intends to address only its Part 111 Corrective Action responsibilities at the facility, changes will have to be made to the Agreement to accommodate REALM's continuing obligations.

Please feel free to review this draft and make any comments you wish us to consider, based on the circumstances at this facility. [Please bear in mind that this draft has been modified since it was last reviewed for distribution and may contain some formatting errors which will be corrected later, but in the interest of moving this along and in anticipation of your comments, I am electing to share it with you prior to our final editing.] You may also wish to consider this Agreement for use at other facilities. The DEQ is continuing to work with the EPA to develop a consistent format for use by both the DEQ and the EPA. I expect that our reaching accord on this Agreement will go a long way towards that end.

Wishing you all the best for the New Year,
Gary

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