

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

MICHIGAN DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND  
ENERGY,

Plaintiff,

No. 2021- 55 -CE

HON. WANDA STOKES

v

DETROIT RENEWABLE POWER, LLC, d/b/a  
DETROIT POWER HOLDINGS, LLC,

Defendant.

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Assistant Attorney General  
Michigan Department of Attorney General  
Environment, Natural Resources, and  
Agriculture Division  
P.O. Box 30755  
Lansing, MI 48909  
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**CONSENT JUDGMENT**

At a session of said court held in the circuit courtrooms,  
City of MASON, Ingham County, Michigan, on  
the 27 day of JAN 2021.

PRESENT: Hon. WANDA M. STOKES, Circuit Court Judge

The Plaintiff in this case is the Michigan Department of Environmental  
Quality (DEQ), subsequently renamed the Michigan Department of Environment,  
Great Lakes, and Energy (EGLE), under Executive Order 2019-16. To avoid

confusion, this document will refer to EGLE as the Department. The Defendant is Detroit Renewable Power, LLC (DRP) a limited liability company organized under the laws of the State of Delaware. DRP owns and operates a municipal solid waste incinerator located at the property identified as 5700 Russell Street, Detroit, Michigan (Facility). In its complaint, the Department alleged that DRP violated Part 55, Air Pollution Control, of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.5501 *et seq.* (Part 55) during the period when it operated the Facility as a waste incinerator. The Department also alleged the DRP violated and continues to violate Part 115, Solid Waste Management, of the NREPA, MCL 324.11501 *et seq.*, (Part 115) since March 27, 2019, when it voluntarily ceased incinerating waste and began operating the Facility as a solid waste transfer station instead. Prior to this action, the Defendant determined that it is no longer economically feasible to operate the Facility as a municipal waste-to-energy facility for reasons unrelated to this proceeding.

The Department and DRP (Parties) agree that settling this action is in the public interest and that entry of this consent judgment (Judgment), without further litigation, is the most appropriate means of resolving this litigation. DRP has voluntarily agreed to enter this Consent Judgment without incurring the expense of litigation. By settling this action, DRP does not admit any violation of law or regulation. The Parties agree to, and shall be bound by, the terms and findings of this Judgment. This Judgment requires Defendant to pay \$200,000 in civil fines, to permanently cease operating the Facility as a waste incinerator, and to either cease

operating the Facility entirely or to fully comply with Part 115 with regards to permitting and operating the Facility as a solid waste transfer station.

The Court, by entering this Judgment, finds that the corrective actions set forth herein are necessary to bring the Facility into compliance with Part 115, and to protect the public health, safety, and welfare, and the environment.

NOW, THEREFORE, before the taking of any testimony, without trial of any issue of fact or law, and upon the consent of the Parties, it is ORDERED:

### I. JURISDICTION AND VENUE

A. This Court has jurisdiction over the subject matter of this action under Section 5530(5) of the NREPA, MCL 324.5530(5), and Section 605 of the Revised Judicature Act (RJA), MCL 600.605.

B. The Court has personal jurisdiction over DRP under Section 711 of the RJA, MCL 600.711.

C. Venue in this Court is proper under Section 5530(5) of the NREPA, MCL 324.5530(5), and Section 102 of the RJA, MCL 14.102.

D. The Court determines that the terms and conditions of this Judgment are reasonable, adequately resolve the environmental issues raised in the complaint, and properly protects the interests of the people of the State of Michigan.

E. The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Judgment and to resolve disputes arising under it, including those that may be necessary for its construction, execution, or implementation, subject to Section XV (Retention of Jurisdiction).

## II. PARTIES BOUND

A. The Department is the state agency mandated to protect the natural resources of the state from pollution, impairment, and destruction. MCL 324.301, MCL 324.501, and Executive Orders 2011-1 and 2019-16.

B. At all times relevant to this complaint, DRP owned and operated the Facility.

C. The provisions of this Judgment shall be binding on the Parties, their officers, agents, successors, and assigns.

D. In the event DRP sells or transfers any portion of the Facility during the term of this Judgment, DRP shall advise any purchaser or transferee of the existence of this Judgment in connection with such sale or transfer and provide a copy of this Judgment to them. No later than ten (10) calendar days after any such sale or transfer, DRP shall also notify EGLE, Air Quality Division (AQD), Detroit District Office Supervisor (AQD Detroit District Supervisor), in writing, of the identity and address of any purchaser or transferee and confirm that in fact notice of this Judgment has been given to the purchaser and/or transferee. As a condition of any such sale or transfer, DRP shall obtain the consent of the purchaser and/or transferee, in writing, to assume all of the obligations of this Judgment. A copy of that agreement shall be forwarded to the AQD Detroit District Supervisor no later than ten (10) days after the purchaser and/or transferee assumes the obligations of this Judgment.

E. Notwithstanding the terms of any contract(s) that DRP may enter with respect to the activities to be performed pursuant to Section VI (Compliance Requirements) of this Judgment, DRP is responsible for compliance with the terms of this Judgment and shall ensure that its contractors, subcontractors, consultants, and employees perform all compliance activities in full conformance with the terms and conditions of this Judgment.

### III. STATEMENT OF PURPOSE

A. In entering this Judgment, the Parties' mutual intent is as follows:

(a) to settle the violations alleged in the Complaint in a manner and under terms satisfactory to the Parties; (b) to establish an orderly process for DRP to either apply to permit and license the Facility under Part 115 or fully cease operations at the Facility; (c) to ensure that, when the compliance requirements specified in this Judgment have been implemented, DRP will demonstrate compliance with the applicable requirements of Parts 55 and 115 of the NREPA and associated rules; and (d) to reduce disruption to solid waste management services in Detroit by achieving an orderly transition of the solid waste management functions of the municipal solid waste incinerator Facility to a waste transfer operation in an enclosed building as identified in Attachment A (MSW Building).

### IV. DEFINITIONS

A. "AQD" means the Air Quality Division of the Department.

B. The “Department” means the Michigan Department of Environment, Great Lakes, and Energy or its predecessor in name, the Michigan Department of Environmental Quality.

C. “Effective Date” means the date that the Court enters this Judgment or, if the Court instead issues an order approving this Judgment, the date such order is recorded on the Court docket, whichever occurs first.

D. “MMD” means the Materials Management Division of the Department.

E. “Parties” mean the Michigan Department of Environmental Quality, renamed the Michigan Department of Environment, Great Lakes, and Energy under Executive Order 2019-16, and Detroit Renewable Power, LLC, referred to herein as DRP.

F. “Permit” means Renewable Operating Permit No. MI-ROP-M4148-2011 that the Department issued to DRP in 2011 and that is attached to the Complaint as Exhibit A.

G. “Plan” means the approved Wayne County Solid Waste Management Plan (Plan).<sup>1</sup>

H. “Section” means a portion of this Judgment identified by a Roman numeral.

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<sup>1</sup> The Plan is available online at [https://www.michigan.gov/documents/deq/DEQ-OWMRP-SW-Wayne\\_425281\\_7.pdf](https://www.michigan.gov/documents/deq/DEQ-OWMRP-SW-Wayne_425281_7.pdf)

I. All terms used in this document that are defined in Parts 55 and 115 of the NREPA and associated administrative rules or the federal Clean Air Act shall have the same defined meaning in this Judgment.

## V. COMPLIANCE WITH STATE AND FEDERAL LAWS

A. Except as expressly authorized in this Judgment, all actions required to be taken pursuant to this Judgment shall be undertaken in accordance with the requirements of all state and federal laws, rules, and regulations including the timely procurement of all necessary permits and approvals.

## VI. COMPLIANCE REQUIREMENTS

A. On the Effective Date, DRP shall permanently cease operating the three (3) spreader-stoker boilers identified as FGBOILERS011-013 in the Permit, which is attached as Exhibit A to the Complaint.

B. No more than two (2) days after the Effective Date, DRP shall submit a written request to void the Permit and MI-PTI-M4148-2011a to the AQD Detroit District Supervisor.

C. No later than April 4, 2021, either of the following shall occur:

1. DRP, the Greater Detroit Resource Recovery Authority (GDRRA), or an affiliated party shall submit to the Department an administratively complete construction permit application under Part 115 to establish a "solid waste transfer facility," within the meaning of MCL 324.11506(5), at the Facility. Such

permit application shall include documentation from the designated solid waste planning agency that the proposed disposal area is consistent with the Wayne County Solid Waste Management Plan (County Plan); or

2. DRP shall notify the Department, through the EGLE AQD Detroit District Supervisor, of its intention to permanently cease all waste-related operations at the Facility.

D. If DRP submits a construction permit application in accordance with Subsection IV(C)(1) above, then either of the following shall occur within thirty (30) days after the Department's final decision on that application:

1. Either DRP, GDRRA, or an affiliated party shall submit to the Department an administratively complete application under Part 115 to operate the Facility as a "solid waste transfer facility;" or
2. DRP shall notify the Department, through EGLE AQD Detroit District Supervisor, of its intention to permanently cease all waste-related operations at the Facility.

E. On the Effective Date, and until the Conclusion of Operations Date as defined in Subsection IV(F) below, DRP is authorized to conduct limited solid waste transfer operations at the Facility subject to the following conditions:

1. All solid waste transfer operations shall comply with Mich Admin Code, R 299.4505 and Mich Admin Code, R 299.4507.



2. The unloading, loading, and handling of solid waste shall be limited to the interior of the MSW Building.
3. Incoming solid waste for transfer is limited to solid waste delivered by or on behalf of GDRRA pursuant to its December 27, 2010 Service Agreement with DRP and shall not exceed 1,000 tons per day and 5,000 tons per week. DRP may also accept solid waste that originates within the City of Detroit for transfer from sources other than GDRRA, so long as the combined total of waste received shall not exceed either 1,000 tons per day or 5,000 tons per week.
4. Subject to review and approval by the Department, DRP may propose a plan to increase the daily and weekly waste receipts above either 1,000 tons per day or 5,000 tons per week. Such a proposed plan shall include the following components:
  - a. Documentation of host community approval, in the form of an executed Detroit City Council resolution;
  - b. A complete application for inclusion in the Plan for a solid waste transfer station at the Facility;
  - c. Provisions to ensure compliance with any restrictions on waste volumes, waste types, waste sources, or operations imposed by the host community;

- d. Provisions for a phased approach to increasing solid waste volumes such that any increase in daily waste receipts does not exceed 250 tons per day for a period of ninety (90) days before any additional increase can occur; and
  - e. Provisions to reduce daily waste receipts to previously authorized levels if the Department documents that DRP has not complied with Mich Admin Code, R 299.4507 subrules (4), (6), (11), or (14).
5. Until this Judgment is terminated, DRP shall maintain documentation of the amount of solid waste received at the Facility daily and weekly, measured in tons, and shall make this documentation available to the Department upon request.

F. As used in this Judgment, the "Conclusion of Operations Date" shall mean either of the following:

- i. If DRP applies for both a construction permit and an operating license in accordance with Subsections VI(C)(1) and VI(D)(1), then the Conclusion of Operations Date shall be 30 days after the Department's final decision on the operating license application; or

- ii. If DRP applies for a construction permit in accordance with Subsection VI(C)(1) and either the Department denies that application or DRP fails to apply for an operating license in accordance with Subsection VI(D)(1), then the Conclusion of Operations Date shall be the later of either 30 days after the Department's final decision on the construction permit application or January 4, 2022; or
- iii. If DRP does not apply for a construction permit in accordance with Subsection VI(C)(1), then the Conclusion of Operations Date shall be January 4, 2022.

G. The Parties may agree to extend the schedules in Subsection VI(F) by mutual consent in a signed, written agreement.

## VII. ACCESS

A. Upon the Effective Date and until this Judgment is terminated in accordance with Section XVI (Termination), the Department and its employees, contractors, and consultants, upon presentation of proper credentials, shall have access at all reasonable times and without advance notice to the Facility to inspect and determine compliance with this Judgment.

## VIII. NOTICES

A. Except where this Judgment already identifies the persons to whom a document or information is to be submitted, any submittal, notice, report,

documentation, or recitation required by this Judgment shall be submitted to the attention of:

For EGLE AQD:

April Wendling, District Supervisor  
Air Quality Division  
Detroit District Office  
Michigan Department of Environment, Great  
Lakes, and Energy  
Cadillac Place, Suite 2-300  
3058 West Grand Boulevard  
Detroit, MI 48202-6058  
[wendlinga@michigan.gov](mailto:wendinga@michigan.gov)

Jenine Camilleri, Enforcement Unit Manager  
Air Quality Division  
Michigan Department of Environment, Great  
Lakes, and Energy  
Constitution Hall  
525 West Allegan Street  
P.O. Box 30260  
Lansing, MI 48909-7760  
[camillerij@michigan.gov](mailto:camillerij@michigan.gov)

For EGLE MMD:

Greg Morrow, Assistant District Supervisor  
Materials Management Division  
Warren District Office  
Michigan Department of Environment, Great  
Lakes, and Energy  
27700 Donald Court  
Warren, MI 48092  
[morrowg@michigan.gov](mailto:morrowg@michigan.gov)

Alexandra Clark, Enforcement Section Manager  
Materials Management Division  
Michigan Department of Environment, Great  
Lakes, and Energy  
Constitution Hall  
525 West Allegan Street  
P.O. Box 30241  
Lansing, MI 48909-7741  
[clarka37@michigan.gov](mailto:clarka37@michigan.gov)

For Detroit Renewable  
Power, LLC:

Todd Grzech for DRP  
Detroit Renewable Power  
5700 Russell Street  
Detroit, MI 48211  
(313) 972-4345  
[tgrzech@detroitthermal.com](mailto:tgrzech@detroitthermal.com)

S. Lee Johnson, attorney for DRP  
Honigman LLP  
2290 First National Building  
660 Woodward Avenue  
Detroit, MI 48226-3506  
(313) 465-7432  
[SLJohnson@honigman.com](mailto:SLJohnson@honigman.com)

Either party may substitute for those designated to receive such notices by providing prior written notice to the other party.

## IX. FORCE MAJEURE

A. DRP shall perform the requirements of this 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 DRP's obligations under this Judgment in accordance with this Section IX (Force Majeure).

B. For the purpose of this Judgment, "Force Majeure" means an occurrence or non-occurrence arising from causes not foreseeable, beyond the control of and without the fault of DRP, such as: an Act of God; untimely review of permit applications or submissions by the Department or other applicable authority; temporary equipment breakdowns and malfunctions; and acts or

omissions of third parties that could not have been avoided or overcome by DRP's due diligence and that delay the performance of an obligation under this Judgment. "Force Majeure" does not include, among other things, unanticipated or increased costs, changed financial circumstances, failure to maintain equipment, failure to obtain a permit or license as a result of DRP's actions or omissions, or acts or omissions of a subcontractor that delay or prevent the performance of an obligation required under this Judgment.

C. DRP shall notify the Department by email within forty-eight (48) hours after discovering any event and determining that it will cause a delay in its compliance with any provision of this Judgment. Email notice shall be followed by written notice within five (5) business days and shall describe in detail the anticipated length of delay, the precise cause or causes of delay, the measures taken by DRP to prevent or minimize the delay, and the timetable by which those measures shall be implemented. DRP shall adopt all reasonable measures to avoid or minimize any such delay.

D. Failure of DRP to comply with the notice requirements of Subsection IX(C) above, shall render this Section IX (Force Majeure) void and of no force and effect as to the particular incident involved. The Department may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Subsection IX(C).

E. If the Parties agree that the delay or anticipated delay was beyond DRP's control, the Parties may stipulate accordingly and petition the Court for an

appropriate modification of this Judgment. If the Parties to this Judgment are unable to reach such agreement, then DRP shall have the burden of proving that any delay was beyond DRP's reasonable control and that all the requirements of this Section IX (Force Majeure) have been met.

F. An extension of one compliance date based upon a particular incident does not mean that DRP qualifies for an extension of a subsequent compliance date.

#### X. CIVIL FINE

A. Within 90 days after the Effective Date, DRP shall pay a civil fine of \$200,000.00 to the Department arising from the violations of Parts 55 and 115 of the NREPA alleged in the complaint.

B. Payment shall be made in the form of a certified check or cashier's check made payable to the "State of Michigan." Payment shall be sent to:

Michigan Department of Environment, Great Lakes, and Energy  
Accounting Services Division, Cashier's Office  
P.O. Box 30657  
Lansing, MI 48909-8157

To ensure proper credit, the check shall reference *Michigan Department of Environment, Great Lakes, and Energy v Detroit Renewable Power, LLC*, and Payment Identification Number **AQD40247**.

## XI. STIPULATED PENALTIES

A. DRP shall pay a stipulated penalty up to \$7,500 per violation per day for failure to comply with the requirements identified in Subsection VI(A) or (B) of this Judgment.

B. DRP shall pay a stipulated penalty up to \$7,500 per day for failure to comply with the requirements identified in Subsection VI(E)(1) related to Mich Admin Code, R 299.4507 subrules (4) or (14). DRP shall pay a stipulated penalty up to \$7,500 per day for failure to comply with the requirements identified in Subsection VI(E)(3). DRP shall pay a stipulated penalty up to \$2,500 per day for failure to comply with all other requirements of Subsection VI(E). If DRP fails to comply with Mich Admin Code, R 299.4507 subrule (11), DRP shall pay a stipulated penalty under this Judgment, and will not be subjected to stipulated penalties according to the October 20, 2014 Consent Judgment entered under Case No. 14-1184CE in Ingham County Circuit Court.

C. The provisions of this Section XI (Stipulated Penalties) shall not bar the Department from seeking any additional remedies or sanctions available to it for any violation of this Judgment, or any other provision of applicable law.

D. The Department, at its discretion, may seek stipulated penalties or statutory civil fines for any violation of this Judgment which is also a violation of any provision of applicable federal and state law, rule, regulation, permit, or EGLE Administrative Order. However, the Department is precluded from seeking both a



stipulated penalty under this Judgment and a statutory civil fine for the same violation.

E. To insure timely payment of the civil fine described in Section X and any stipulated penalties that become due under Section XI, DRP shall pay an interest penalty to the Department each time DRP fails to make a complete or timely payment. This interest penalty shall be based on a rate that is one percent plus the average interest rate paid at auctions of 5-year United States treasury notes during the six (6) months immediately preceding July 1 and January 1, as certified by the state treasurer, compounded annually, and using the full increment of the amount due as principal, calculated from the due date specified in this Judgment until the date that the delinquent payment is finally paid in full. Payment of an interest penalty by DRP shall be made to the "State of Michigan" in accordance with Subsection X(B). Interest payments shall be applied first towards the most overdue amounts or outstanding interest penalty owed by DRP before any remaining balance is applied to a subsequent payment amount or interest penalty.

F. DRP agrees not to contest the legality of any stipulated penalties assessed under Section XI, but otherwise reserves the right to dispute the factual basis upon which the application of stipulated penalties is made.

G. Stipulated penalties shall begin to accrue on the day after performance is due or the day a violation occurs, whichever is applicable, and will continue to accrue until performance is satisfactorily completed or the violation ceases,

whichever is applicable. Stipulated penalties shall accrue simultaneously for separate violations of this Judgment.

H. Stipulated penalties shall be paid no later than thirty (30) days after receipt of a written demand by EGLE, unless the demand is subject to Section XIII (Dispute Resolution). Payment shall be in the form of a check made payable to the "State of Michigan" and delivered to the Michigan Department of Environment, Great Lakes, and Energy, Financial & Business Services Division, Revenue Control, P.O. Box 30657, Lansing, Michigan 48909. To ensure proper credit, all payments made pursuant to this Consent Judgment shall include the Agreement Identification No. **AQD40247** on the face of the check. All transmittal correspondence shall state that the payment is for stipulated penalties and shall identify the violations for which the stipulated penalties are being paid.

I. No later than thirty (30) days after receipt of a written demand for stipulated penalties, DRP may dispute liability for any or all stipulated penalties demanded by invoking the dispute resolution procedures of Section XIII (Dispute Resolution). In the event of a dispute over stipulated penalties, stipulated penalties shall continue to accrue as provided in Section XI during any dispute resolution, but need not be paid until the following:

1. If the dispute is resolved by agreement or a final decision by the Department that DRP does not appeal to the Circuit Court, then DRP shall pay accrued penalties determined to be owing, together with interest, to the Department within thirty (30) days

after the date the agreement is executed or DRP's receipt of the Department's final decision.

2. If the dispute is appealed to the Circuit Court and the Department prevails in whole or in part, then DRP shall pay all accrued stipulated penalties determined by the Circuit Court to be owing, together with interest, within thirty (30) days after receiving the Circuit Court's decision or order, except as provided in subparagraph C below.
3. If either DRP or the Department appeals the Circuit Court's decision, then DRP shall pay all accrued stipulated penalties determined to be owing, together with interest, within fifteen (15) days after receiving the final appellate court decision.

## **XII. RESERVATION OF RIGHTS**

A. With respect to any violations not expressly addressed and resolved by this Judgment, the Department reserves the right to pursue any other remedies to which it is entitled for any failure to comply with the requirements of any state or federal law, including the NREPA and its rules.

B. This Judgment does not affect DRP's responsibility to comply with any other state, federal, or local laws or regulations including the procurement of required permits and/or approvals, or with any order of this or any court.

C. This Judgment does not limit the rights of DRP or the State of Michigan against any third parties.

### XIII. DISPUTE RESOLUTION

A. The dispute resolution procedures of this Section XIII shall be the exclusive mechanism to resolve disputes arising under this Judgment and shall apply to all provisions of this Judgment. Any dispute that arises under this Judgment shall, in the first instance, be the subject of informal negotiations between the parties. The dispute shall be considered to have arisen when DRP sends the Department a written Notice of Dispute describing the matter in dispute. The period of negotiations shall not exceed ten (10) days from the date of written notice by any 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 the Department provides a written statement setting forth its proposed resolution of the dispute to DRP.

B. If the Parties cannot resolve a dispute by informal negotiations, then the dispute shall be resolved in accordance with the resolution proposed by the Department unless, within ten (10) days after receipt of the Department's proposed resolution, DRP files a petition for resolution with this Court and serves on the Department, in accordance with Section VIII (Notices), a motion requesting judicial resolution of the dispute and setting forth the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, 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 Judgment. Any judicial review shall be limited to the administrative record. In proceedings on any dispute, DRP shall bear the burden of proof.

C. The filing of a petition for resolution of a dispute with this Court shall not of itself extend or postpone any obligation of DRP under this Judgment. Notwithstanding the invocation of the dispute resolution, stipulated penalties, with any applicable interest, shall accrue from the first day of any failure or refusal to comply with any term or condition of this Judgment. In the event, and to the extent, that DRP does not prevail on the disputed issue, stipulated penalties and any applicable interest shall be paid within ten (10) calendar days after the final ruling of this Court on the motion for resolution in the manner provided for in Subsection (XI)(H). DRP shall not be assessed stipulated penalties or interest for disputes resolved in its favor.

D. Notwithstanding this Section XIII (Dispute Resolution), DRP shall pay that portion of a demand for reimbursement of costs or payment of stipulated penalties that is not subject to a good faith dispute in accordance with and in the manner provided in Section XI (Stipulated Penalties), as appropriate.

#### **XIV. RECORD RETENTION**

A. Until four years after the termination of this Judgment, DRP shall retain, and shall instruct their contractors, agents, and representatives to preserve, all non-identical copies of records, documents, or other information (including records, documents or other information in electronic form) in their or their contractors', agents', or representatives' possession or control that relate in any manner to DRP's performance of its obligations under this Judgment.

## XV. RETENTION OF JURISDICTION

A. Before terminating this Judgment in accordance with Section XVI (Termination) below, this Court shall retain jurisdiction over this action to modify or enforce the terms of this Judgment, assess disputed stipulated fines, resolve all other disputes arising under its terms, or to take any action necessary or appropriate for construction or implementation of this Judgment.

## XVI. TERMINATION

A. This Judgment shall terminate one (1) year after the Conclusion of Operations Date, as defined in Section VI, Paragraph F of this Judgment, in accordance with the following procedures:

1. DRP shall first submit a written request to terminate the Judgment to the Department. This written request shall include a summary of the activities performed to comply with the provisions of the Judgment, certify that the civil fine and any stipulated penalties owed to the Department under Sections X (Civil Fine) and XI (Stipulated Penalties) of this Judgment have been paid in full, and that DRP has fully complied with all other provisions of the Judgment.
2. Upon receipt of such request, and after verifying that DRP has fully complied with all provisions of this Judgment, the Department shall file a Satisfaction of Judgment with the clerk pursuant to MCR 2.620(1).

## **XVII. EFFECT OF SETTLEMENT**

A. This Judgment resolves the civil claims for the violations that the Department alleged in the Complaint filed in this action. This Judgment also resolves any administrative or civil judicial actions that the Department could have brought regarding violations alleged in the notices listed in the Complaint.

B. Nothing in this Judgment is intended to alter DRP's obligations under the Consent Judgment entered between the parties on October 20, 2014 in *Michigan Department of Environmental Quality v Michigan Waste Energy, Inc, et al.*, Ingham County Circuit Court Case No. 14-1184-CE. Nothing in this Judgment shall preclude the Department from addressing any nuisance odor issues currently pending or that may arise between the parties through the provisions of the Consent Judgment in that action or by any other available legal action.

C. Upon entry of this Judgment, the Stipulation for Entry of Final Order by Consent, AQD No. 6-2017, shall be null and void, and of no further force or effect.

## **XVIII. GENERAL PROVISIONS**

### **A. Severability**

Should a court of competent jurisdiction declare any provision of this Judgment to be unenforceable, the remaining provisions shall remain in effect.

### **B. Dispute Resolution**

The Parties agree to diligently and in good faith pursue informal negotiations to resolve any disputes arising out of this Judgment under Section (XIII) before resorting to judicial enforcement.

### XIX. MODIFICATION

A. The terms of this Judgment, including any attached appendices, may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to this Judgment, it shall be effective only upon approval by the Court.

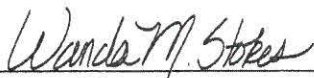
### XX. SEPARATE DOCUMENTS

A. This Judgment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Judgment may be executed in duplicate original form.

### XXI. SIGNATORIES

A. The signatories to this Judgment certify that they are authorized to execute this Judgment and to legally bind the Parties they represent to the requirements of this Judgment.

IT IS SO ORDERED THIS 27 day of JANUARY, 2021.

  
\_\_\_\_\_  
Honorable wanda M. Stokes  
Circuit Court Judge



## STIPULATION

The parties hereby stipulate to the entry of this Consent Judgment.

### FOR PLAINTIFF:

Michigan Department of Environment,  
Great Lakes, and Energy

By: */s/ Liesl Eichler Clark* Dated: January 27, 2021  
Liesl Eichler Clark, Director  
Michigan Department of Environment,  
Great Lakes, and Energy

By: */s/ Elizabeth Morrisseau* Dated: January 27, 2021  
Elizabeth Morrisseau (P81899)  
Assistant Attorney General  
Environment, Natural Resources  
and Agriculture Division  
Michigan Department of Attorney General

### FOR DEFENDANT:

Detroit Renewable Power, LLC






By: */s/ Todd Grzech (with permission)* Dated: January 15, 2021  
Todd Grzech, Chief Executive Director  
Detroit Renewable Power, LLC  
5700 Russell Street  
Detroit, MI 48211

By: */s/ Lee Johnson (with permission)* Dated: January 15, 2021  
S. Lee Johnson (P48907)  
Attorney for Defendant  
Honigman LLP  
2290 First National Building  
Detroit, MI 48226-3506

# Exhibit A

# DRP TRAFFIC PATTERN AND BUILDING NEED



-  RED ARROW INDICATES ENTRANCE TO FACILITY. MUST STOP AT WEST SCALE AND PROCEED TO TIPPING AREA
-  YELLS ARROW INDICATES SCALE OUT AFTER TIPPING. MUST STOP AT WEST SCALE TO RECEIVE DISPOSAL TICKET
-  BLUE ARROW INDICATES PROCEDURE AFTER WEIGHING OUT.
-  ORANGE ARROW SHOWS WHERE REAR LOAD, FRONT LOAD AND SIDE LOAD TRUCKS WOULD TIP AND FOLLOW REST OF PATTERN
-  BUILDING NEEDED FOR TIPPING AREA AND STORAGE AREA FOR TRANSFER TRAILERS