



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

FEB 10 2009

REPLY TO THE ATTENTION OF:
LR-8J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Chris Goeloe
Environmental Manager
Anderson Development Company
1415 E. Michigan Street
Adrian, Michigan 49221

Re: Consent Agreement and Final Order
Anderson Development Company
EPA ID No.: MID 002 931 228
Docket No: **RCRA-05-2009-0005**

Dear Mr. Goeloe:

Enclosed please find an original signed fully-executed Consent Agreement and Final Order (CAFO) in resolution of the above case. The originals were filed on February 10, 2009 with the Regional Hearing Clerk (RHC).

Please pay the civil penalty in the amount of \$153,100 in the manner prescribed in paragraph 14 of the CAFO, and reference all checks with the number BD **2750942R002** and docket number ~~RCRA-05-2009-0005~~. Your payment is due within 30 calendar days of the effective date of the CAFO. Also, enclosed is a Notice of Securities and Exchange Commission Registrant's Duty to Disclose Environmental Legal Proceedings.

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in cursive script that reads "Willie H. Harris".

Willie H. Harris, P.E.
Chief, RCRA Branch
Land and Chemicals Division

Enclosure

cc: John Craig, MDEQ (w/enclosure)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

RECEIVED
FEB 10 2009

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

IN THE MATTER OF:)
)
Anderson Development Company)
1415 E. Michigan Street)
Adrian, Michigan)
)
EPA ID #: MID 002 931 228)
)
)
_____)

DOCKET NO. RCRA-05-2009-0005

CONSENT AGREEMENT AND FINAL ORDER

I. PREAMBLE

On February 10, 2009, the United States Environmental Protection Agency (EPA) filed a Complaint in this matter pursuant to Section 3008(a) of the Resource Conservation and Recovery Act, as amended (RCRA), 42 U.S.C. § 6928(a), and EPA's Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits, 40 C.F.R. Part 22. The Complainant is the Division Director, Land and Chemicals Division, Region 5, EPA. The Respondent is Anderson Development Company.

II. STIPULATIONS

The Parties, desiring to settle this action, enter into the following stipulations:

1. Respondent admits the jurisdictional allegations of the Complaint. Respondent agrees not to contest such jurisdiction in any proceeding to enforce the provisions of this Consent Agreement and Final Order (CAFO).

2. Respondent neither admits nor denies the factual allegations of this CAFO and makes no admissions of violation of law or rule or liability in entering into this CAFO.

3. Respondent waives any and all rights, under any provision of law, to a hearing on the allegations contained in the Complaint or to challenge the terms and conditions of this CAFO.

4. This CAFO shall apply to and be binding upon Respondent, its officers, directors, employees, successors and assigns, including, but not limited to, subsequent purchasers.

5. If the Respondent fails to comply with any provision contained in this CAFO, Respondent waives any rights it may possess in law or equity to challenge the authority of the EPA to bring a civil action in the appropriate United States District Court to compel compliance with the CAFO or to seek an additional penalty for the noncompliance.

6. Respondent consents to the issuance of the Final Order hereinafter set forth and hereby consents to the payment of a civil penalty as described below. Pursuant to Sections 3008(c) and 3008(g) of RCRA, 42 U.S.C. §§ 6928(c) and 6928(g), the nature of the violations, Respondent's agreement to perform Supplemental Environmental Projects (SEPs) and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is one-hundred fifty three thousand, one hundred dollars (\$153,100).

7. For federal income tax purposes, Respondent will neither capitalize into inventory or basis, nor deduct any costs or expenditures incurred in performing the SEP. Respondent also agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the cash civil penalty paid to the U.S. Treasury.

8. Respondent shall give notice of this CAFO to any successor in interest prior to any transfer of ownership or operational control of the Facility. This CAFO is binding on Respondent and any successors in interest.

9. Pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), the Administrator of EPA

granted the State of Michigan final authorization to administer a state hazardous waste program in lieu of the federal government's base RCRA program, effective October 30, 1986. 51 Fed. Reg. 36804 (October 16, 1986). EPA granted authorization for changes to Michigan's program on November 24, 1989, effective January 23, 1990 (54 FR 48608); on April 23, 1991, effective June 24, 1991 (56 FR 18517); on October 1, 1993, effective November 30, 1993 (58 FR 51244); on January 13, 1995, effective January 13, 1995 (60 FR 3095); on February 8, 1996, effective April 8, 1996 (61 FR 4742); on November 14, 1997, effective November 14, 1997 (62 FR 61175); on March 2, 1999, effective June 1, 1999 (64 FR 10111); on July 31, 2002, effective July 31, 2002 (67 FR 49617); and on March 9, 2006, effective March 9, 2006 (71 FR 12141).

10. This CAFO shall neither relieve Respondent of its obligation to comply with all applicable provisions of federal, State or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, State or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP under the terms of this CAFO.

11. This CAFO shall become effective on the date it is filed with the Regional Hearing Clerk, Region 5.

III. CONSENT AGREEMENT

12. Respondent has demonstrated and hereby certifies that it is now in compliance with the requirements that formed the basis of the allegations in the Complaint. Specifically, Respondent has submitted information to EPA and certifies that it: 1) has obtained a review, a written assessment, and certification by a qualified Professional Engineer of tank systems MT-4, MR-8, MT-11, and MR-28 in accordance with 40 C.F.R. § 265.191(a); 2) has provided tank systems

MT-4, MR-8, MT-11, and MR-28 with secondary containment with an impervious coating; 3) has and will continue to inspect daily tank systems MT-4, MR-8, MT-11, and MR-28; 4) has implemented a recordkeeping program for equipment subject to 40 C.F.R. § 265 Subpart BB; 5) has properly marked equipment subject to 40 C.F.R. § 265 Subpart BB; 6) has implemented an air emission leak detection program for equipment subject to 40 C.F.R. § 265 Subpart BB; 7) has labeled tanks and containers containing hazardous waste with the words "Hazardous Waste;" 8) has relocated the containers in the hazardous waste accumulation area to provide adequate aisle space; 9) has and will continue to ensure that its containers of hazardous waste are closed except when it is necessary to add or remove waste; and 10) created the area located outside of Building 1 as a 90-day accumulation area for hazardous waste.

13. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty cited in paragraph 14 below and to the performance of the SEPs in accordance with paragraphs 15 through 29 below.

14. Within 30 days after the effective date of this CAFO, Respondent shall submit a cashier's or certified check, payable to the order of the "Treasurer, United States of America," in the amount of one-hundred fifty three thousand, one hundred dollars (\$153,100) to:

CHECK PAYMENTS

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

Respondent must include the case name and docket number on the check and in the letter transmitting the check.

WIRE TRANSFERS

Wire transfers should be directed to the Federal Reserve Bank of New York

Federal Reserve Bank of New York
ABA = 021030004
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

OVERNIGHT MAIL

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, Missouri 63101

Contact: Natalie Pearson
314-418-4087

Respondent must include the case name and docket number on the check and in the letter transmitting the check.

ACH (also known as REX or remittance express)

Automated Clearinghouse (ACH) for receiving US currency
PNC Bank
808 17th Street, NW
Washington, D.C. 20074
Contact: Jesse White
301-887-6548
ABA = 051036706
Transaction Code 22 – checking
Environmental Protection Agency
Account 310006
CTX Format

ON LINE PAYMENT

There is now an On Line Payment Option, available through the Department of Treasury. This payment option can be accessed from the information below:

WWW.PAY.GOV

Enter 'sfo 1.1' in the Search Public Forms field.

Open form and complete required fields.

Upon payment of the civil penalty, Respondent shall send to each of the persons listed below a copy of the check or proof of transfers and a transmittal letter referencing the name of Respondent and the docket number of this CAFO:

Regional Hearing Clerk
EPA, Region 5
77 West Jackson Blvd. (E-13J)
Chicago, Illinois 60604-3590

Thomas J. Martin
Associate Regional Counsel
EPA, Region 5
Office of Regional Counsel (C-14J)
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

Paul Atkociunas
Chemist
RCRA Branch (LR-8J)
EPA, Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604-3590

15. Respondent shall complete the following SEPs, which the parties agree are intended to secure significant environmental or public health protection and improvements.

Supplemental Environmental Project #1 (Purchase of Equipment for Adrian Fire Department)

16. Not more than (30) days after receiving a copy of this Consent Agreement signed by the Regional Administrator, Respondent shall purchase emergency equipment for the Adrian Fire Department. The emergency equipment shall include: a) a master foam application; b) monitoring accessories for emergency response including detector tubes and CMS chips; c) a

Bullex Fire Extinguisher Training Unit; and d) a Masimo Rainbow® SET Pulse Oximeter.

17. The total expenditure for this SEP shall be not less than \$19,353 (i.e., \$19,353 to purchase the equipment for the Adrian Fire Department). Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

Supplemental Environmental Project #2 (Community hazardous waste collection for 2009 and 2010)

18. Respondent shall sponsor a community hazardous waste collection day in years 2009 and 2010.

19. As a part of its community hazardous waste collection day program Respondent shall arrange for the collection, transportation and disposal of household hazardous waste for the Adrian, Michigan community.

20. Household hazardous waste shall include, but not be limited to, paints, cleaners, oils, batteries, and pesticides.

21. Household hazardous waste includes waste from single and multiple residences, hotels and motels, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

22. The total expenditure for this SEP shall be not less than \$70,000 (total for 2009 and 2010). Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

SEP Certification

23. Respondent hereby certifies that, as of the date of this CAFO, Respondent is not

required to perform or develop the SEPs by any federal, State or local law or regulation; nor is Respondent required to perform or develop the SEPs by any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEPs.

SEP Reports

24. Reporting Requirements. Respondent shall submit the following reports to EPA:

A. SEP Summary Report within thirty (30) days of the completion of SEP #1.

This Summary Report shall include:

- i. A detailed description of the SEP as implemented;
- ii. Itemized costs;
- iii. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Order; and
- iv. A description of the environmental and public health benefits resulting from implementation of the SEP.

B. A SEP Summary Report for SEP #2 (year one), 30 days after the completion of this phase of the project but no later than by December 30, 2009. This

Summary Report shall include:

- i. A detailed description of the SEP as implemented;
- ii. Itemized costs;
- iii. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Order; and
- iv. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the amount of household wastes collected during the community hazardous waste collection).

C. SEP Completion Report to EPA, 30 days after the completion of SEP #2 (year two), but no later than by December 30, 2010. The SEP Completion Report shall contain the following information:

- i. A detailed description of SEPs #1 and #2, as implemented;
- ii. A description of any operating problems encountered and the solutions thereto;
- iii. Itemized costs;
- iv. Certification that the SEPs have been fully implemented pursuant to the provisions of this CAFO; and
- v. A description of the environmental and public health benefits resulting from implementation of the SEPs (including but not limited to a quantification of the amount of household wastes collected during the community hazardous waste collection days).

25. Respondent agrees that failure to submit the SEP Completion Report or any Summary Report required by paragraphs 24 above shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to paragraph 32 below.

26. Respondent shall submit all notices and reports required by this CAFO to Thomas J. Martin and Paul Atkociunas by first class mail, at the addresses outlined in paragraph 14.

27. In itemizing its costs in the SEP Summary and Completion Reports, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where a SEP Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

28. Respondent agrees that EPA may visit the community hazardous waste collection day(s) to confirm that the SEP is being undertaken in conformity with the requirements set forth herein.

29. In all documents or reports, including, without limitation, any SEP reports, submitted to

EPA pursuant to this Consent Agreement, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

30. After receipt of the SEP Completion Report described in paragraph 24 above, EPA will notify the Respondent, in writing, regarding: (i) any deficiencies in the SEP Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or (ii) indicate that EPA concludes that the projects have been completed satisfactorily or (iii) determine that the projects have not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 32 herein.

31. If EPA elects to exercise options (i), i.e., if the SEP Completion Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on the adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to

comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CAFO. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 32 herein.

32. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEPs, as described in paragraphs 16 through 22 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraphs 17 and 22 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

A. Except as provided in subparagraph B immediately below, if SEP #1 is not completed in accordance with paragraphs 16 and 17 of this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount of \$15,421.

B. If SEP #1 is not completed in accordance with paragraphs 16 and 17, but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for the stipulated penalty outlined in subparagraph A.

C. If SEP #1 is completed in accordance with paragraphs 16 and 17, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United

States in the amount of \$3,855.

D. If SEP #1 is completed in accordance with paragraphs 16 and 17, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for the stipulated penalty outlined in subparagraph A.

E. Except as provided in subparagraph F immediately below, if SEP #2 is not completed in accordance with paragraphs 18 through 22 of this Consent Agreement and Order, Respondent shall pay a stipulated penalty to the United States in the amount of \$52,709.

F. If SEP #2 is not completed in accordance with paragraphs 18 through 22, but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for the stipulated penalty outlined in subparagraph E.

G. If SEP #2 is completed in accordance with paragraphs 18 through 22, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of \$13,178.

H. If SEP #2 is completed in accordance with paragraphs 18 through 22, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for the stipulated penalty

outlined in subparagraph E.

I. For failure to submit any of the SEP Summary Reports or Completion Report as required by paragraph 24 above, Respondent shall pay a stipulated penalty in the amount of \$1,000 for each day after the report was originally due until the report is submitted.

33. The determination of whether the SEP has been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEP shall be made at the sole discretion of EPA.

34. Stipulated penalties for paragraph 32 of this CAFO shall begin on the calendar day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

35. Respondent shall pay stipulated penalties within fifteen (15) calendar days of receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 14 of this CAFO. Interest and late charges shall be paid as stated in paragraph 37 of this CAFO.

36. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

37. Late Payments. Pursuant to 31 U.S.C. § 3717, Respondent shall pay the following amounts on any amount overdue under this CAFO:

A. Interest. Any unpaid portion of a civil penalty shall bear interest at the rate

established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1). Interest will therefore begin to accrue on a civil penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 4 C.F.R. § 102.13(c).

B. **Monthly Handling Charge.** Respondent shall pay a late payment handling charge of \$15.00 on any late payment, with an additional charge of \$15.00 for each subsequent 30 calendar day period over which an unpaid balance remains.

C. **Payment Penalty.** On any portion of a civil penalty more than 90 calendar days past due, Respondent shall pay a non payment penalty of six percent per annum, which will accrue from the date the penalty payment became due and is not paid. This non payment is in addition to charges which accrue or may accrue under subparagraphs A and B above.

38. This CAFO shall neither relieve Respondent of its obligation to comply with all applicable provisions of federal, State or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, State or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the compliance actions or SEPs undertaken pursuant to this Agreement.

39. Force Majeure

A. If any event occurs which causes or may cause delays in the completion of any requirement, including the SEP projects, required under this Agreement, Respondent shall notify Complainant in writing not more than 10 days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in

detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of Respondent's right to request an extension of its obligation under this Agreement based on such incident.

B. If the parties agree that the delay or anticipated delay in compliance with this Agreement has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

C. In the event that the EPA does not agree that a delay in achieving compliance with the requirements of this CAFO has been or will be caused by circumstances beyond the control of the Respondent, EPA will notify Respondent in writing of its decision and any delays in the completion of the required action shall not be excused.

D. The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this Agreement shall not, in any event, be a basis for changes in this Agreement or extensions of time under

section B of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

General Provisions

40. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the Complaint.

41. This CAFO does not affect the right of the U.S. EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violation of law.

42. This CAFO does not affect Respondent's responsibility to comply with RCRA and other applicable federal, state, local laws and permits.

43. This CAFO is a "final order" for purposes of 40 C.F.R. § 22.31, U.S. EPA's RCRA Civil Penalty Policy, and U.S. EPA's Hazardous Waste Civil Enforcement Response Policy (December 2003).

44. The terms of this CAFO bind Respondent, its successors, and assigns.

45. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

46. Each party agrees to bear its own costs and attorney's fees in this action.

47. This CAFO constitutes the entire agreement between the parties.

IV. SIGNATORIES

Each undersigned representative of a party to this Consent Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Agreement and to legally bind such party to this document.

Agreed to this 21st day of January, 2009

By: J. D. Greulich
Joseph Greulich
President and CEO, Anderson Development Company
Respondent

Agreed to this 5th day of February, 2009

By: M. M. Guerriero
Margaret M. Guerriero
Director
Land and Chemicals Division
U.S. Environmental Protection Agency, Region 5

RCRA-05-2009-0005

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FEB 10 2009

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

FINAL ORDER

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement, effective immediately upon filing of this CAFO with the Regional Hearing Clerk. This Final Order disposes of this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

Ordered this 6th day of February, 2009.

By:

Walter W. Kovalick
for
Bharat Mathur
Acting Regional Administrator
EPA Region 5

CASE NAME: Anderson Development Company
DOCKET NO: RCRA-05-2009-0005

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FEB 10 2009

CERTIFICATE OF SERVICE

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

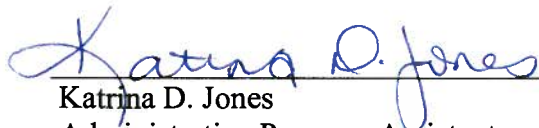
I hereby certify that today, I filed the original of this ~~Consent Agreement and Final Order~~ and this **Certificate of Service** in the office of the Regional Hearing Clerk (R-19J), United States Environmental Protection Agency, Region 5, 77 W. Jackson Blvd., Chicago, IL 60604-3590.

I further certify that I then caused true and correct copies of the filed document to be mailed via Certified Mail, Return Receipt Requested to the following:

Mr. Chris Goeloe
Environmental Manager
Anderson Development Company
1415 E. Michigan Street
Adrian Michigan 49221

Return Receipt # 7001 0320 0006 1448 7357

Dated: 2/10/09



Katrina D. Jones
Administrative Program Assistant
United States Environmental Protection Agency
Land and Chemicals Division -RCRA Branch
77 W. Jackson Boulevard – LR-8J
Chicago, IL 60604-3590
(312) 886-2871