

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

In the Matter of:

ZF Active Safety US Inc.
Kelsey-Hayes, Milford
101 Oak Street, Milford, Oakland County, Michigan
Site ID No. 63000952

EGLE Reference No. AOC-RRD-22-005

Proceeding under Section 20134(1) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

ADMINISTRATIVE ORDER BY CONSENT

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Attachment A – January 20, 2023, Technical Summary Report including the Monitoring Plan and Contingency Plan (Figures and Attachments referenced in the Technical Summary Report are not being included in Attachment A due to size considerations only)

Attachment B – Legal Property Description

I. JURISDICTION

1.1 This Administrative Order by Consent (Order) is entered into voluntarily by and between the Michigan Department of Environment, Great Lakes, and Energy (EGLE); the Michigan Department of Attorney General (MDAG); and ZF Active Safety US Inc. (the Respondent), pursuant to the authority vested in EGLE and the MDAG by law, including Section 20134(1) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* This Order concerns the performance by the Respondent of certain response activities for the Former Kelsey-Hayes Company, Milford Facility.

II. DENIAL OF LIABILITY

2.1 The execution of this Order by the Respondent is neither an admission or denial of liability with respect to any issue dealt within this Order nor an admission or denial of any factual allegations or legal determinations stated or implied herein.

III. PARTIES BOUND

3.1 This Order shall apply to and be binding upon Respondent and the State and their successors. Any change in ownership, corporate, or legal status of Respondent including, but not limited to, any transfer of assets, or of real or personal property, shall in no way alter Respondents' responsibilities under this Order. Respondent must comply with the requirements of Section 20116 of Part 201.

3.2 Notwithstanding the terms of any contract that Respondent may enter with respect to the performance of response activities pursuant to this Order, Respondent is responsible for compliance with the terms of this Order and must ensure that its contractors, subcontractors, laboratories, and consultants perform all response activities in conformance with the terms and conditions of this Order.

3.3 The signatories to this Order certify that they are authorized to execute this Order and to legally bind the parties they represent.

IV. STATEMENT OF PURPOSE

4.1 In entering into this Order, it is the mutual intent of the Parties that Respondent will perform response activities specified in Paragraphs 7.1, 7.2, and 7.3 of this Order to protect public health.

V. DEFINITIONS

5.1 "Contingency Plan" means the contingency plan for the Facility set forth on pages 8-9 of the Technical Summary Report, that provides a description of the work that Respondent will perform if vinyl chloride is detected at the Observation Wells above applicable Part 201 drinking water criteria.

5.2 "Day" means a calendar day.

5.3 "Effective Date" means the date the Remediation and Redevelopment Division Assistant Director signs this Order.

5.4 "Facility" means any portion of the Property and any area, place, parcel or parcels of property, or a portion of a parcel of property where hazardous substance originating from the Property in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use, has been released, deposited, disposed of, or otherwise comes to be located.

5.5 "EGLE" means the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those authorized persons or entities acting on its behalf.

5.6 "Monitoring Plan" means the monitoring plan for the Facility set forth on page 7 of the Technical Summary Report, that provides a description of the monitoring activities Respondent will perform.

5.7 "Observation Wells" means the observation wells OW-16D2R1 and OW-16D2R2 described in the Technical Summary Report.

5.8 "Part 201" means Part 201, Environmental Remediation, of the NREPA, MCL 324.20101 *et seq.*, criteria developed pursuant to MCL 324.20120a and the Part 201 Administrative Rules.

5.9 "Party" means the Respondent or MDAG or EGLE. "Parties" means the Respondent and the MDAG and EGLE.

5.10 "Property" means the former Kelsey-Hayes Company, Milford property located at 101 Oak Street, Milford, Oakland County, Michigan, legally described in Attachment B.

5.11 "RRD" means the Remediation and Redevelopment Division of EGLE and its successor entities.

5.12 "Respondent" means ZF Active Safety US Inc., its successors, and any authorized representatives acting on its behalf.

5.13 "State" or "State of Michigan" means the MDAG and EGLE, and any authorized representatives acting on their behalf.

5.14 "Submissions" means all plans, reports, schedules, and other submissions that the Respondent is required to provide to the State or EGLE pursuant to this Order including, but not limited to, Quarterly Reports, Semi-Annual, and Annual Reports.

5.15 "Technical Summary Report" means the technical summary report, including the Monitoring Plan and the Contingency Plan, incorporated by reference as Attachment A, which was approved by EGLE on January 3, 2023, and submitted as a final document by Respondent on January 20, 2023, as may be amended by the Parties pursuant to Paragraph 20.2.

5.16 Unless otherwise stated herein, all other terms used in this Order, which are defined in Part 3, Definitions, of the NREPA, MCL 324.301, or Part 201, shall have the same meaning in this Order as in Part 3 and Part 201.

VI. FINDINGS OF FACT AND DETERMINATIONS

The State makes the following Findings of Fact:

6.1 In June 2021, EGLE received groundwater sampling data that identified exceedances of vinyl chloride (a known carcinogen) above Part 201 generic drinking water criteria in observation well OW-16D2, which was a component of Respondents' observation well network and was closest in proximity to, and located less than 200 feet from, the Village of Milford's municipal drinking water wells. Vinyl chloride, trans-1,2-dichloroethane (DCE), cis-1,2-DCE, and 1,1-DCE are all breakdown products of tetrachloroethylene (PCE) and trichloroethylene (TCE). EGLE determined the presence of vinyl chloride represented an imminent and substantial endangerment to the public health, safety, welfare, or the environment within the meaning of Section 20119 of Part 201 and issued an Administrative Order for Response Activity (AO) on March 16, 2022.

6.2 In addition to complying with the obligations of the AO, Respondent submitted the Technical Summary Report that included additional sampling results, investigative conclusions on the conditions of observation well OW-16D2, a draft monitoring plan, and a draft contingency plan. The Technical Summary Report presented investigation results and data to demonstrate that observation well OW-16D2 was compromised and samples collected from the well prior to efforts to redevelop the observation well were not representative of water conditions in the general aquifer. The Technical Summary Report submittal included a request for EGLE concurrence regarding the Technical Summary Report and a request that EGLE withdraw the AO, suspend the requirements under the AO while EGLE considers withdrawing it, and replace the AO with a Response Activity Plan.

6.3 On September 16, 2022, EGLE issued the First Modification of the AO to postpone the due date of the Financial Assurance requirement to be contingent upon EGLE's written determination of the results of the Technical Summary Report.

6.4 On January 3, 2023, EGLE's Remediation and Redevelopment Division determined that based on the investigative results in the Technical Summary Report, if the Monitoring Plan and Contingency Plan were in place and the work required by the Contingency Plan was implemented under an enforceable agreement, the imminent and substantial

endangerment to the Village of Milford's municipal drinking water wells resulting from the Facility would be abated.

6.5 On April 20, 2023, EGLE issued the Second Modification of the AO to remove the 365-day deadline for Respondent to install, implement, and maintain and operate the packed tower air stripper. The Second modification also required respondent to begin sampling the Observation Wells (OW-16D2R1 and OW-16D2R2) and to cease sampling observation well OW-16D2, remove observation well OW-16D2 from the ground, and document the condition of the observation well by June 30, 2023. On May 19, 2023, EGLE issued the Third Modification of the AO to extend the deadline for respondent to remove and document the condition of observation well OW-16D2 to June 19, 2023.

6.6 On May 30, 2023, prior to making any attempts to remove observation well OW-16D2 from the ground, Respondent completed a down-well camera log of the observation well. The camera log confirmed that observation well OW-16D2 was fouled, showing signs of degradation at the joints and poor communication with the aquifer in the screened portion. On May 31, 2023, EGLE was made aware that after numerous attempts made by Respondent to remove observation well OW-16D2 from the ground in accordance with the AO, as modified, the observation well was unable to be removed. EGLE was on-site overseeing Respondent's efforts and concurred with Respondent's observations that the unique construction and subsequent physical degradation of observation well OW-16D2 prevented Respondent from removing the observation well from the ground. EGLE acknowledged Respondents good faith effort to remove observation well OW-16D2 and determined that Respondent remained in compliance with the AO, as modified. Respondent abandoned observation well OW-16D2 in place following the requirements of the AO, as modified.

6.7 To be protective of public health, safety, and welfare, and the environment, and to abate any danger or threat caused by the release or threat of release of hazardous substances from the Facility, it is necessary and appropriate that response activities be performed as required by Section VII (Performance of Response Activities) of this Order.

6.8 The State has determined, in accordance with Section 20134(1) of Part 201, that entry of this Order is in the public interest; minimizes litigation; and expedites the performance

of effective response activities to protect public health, safety, or welfare, or the environment at the Facility.

VII. PERFORMANCE OF RESPONSE ACTIVITIES

7.1 Performance of Response Activities as Required Under the Monitoring Plan and Contingency Plan.

Respondent must comply with all obligations of the Monitoring Plan and Contingency Plan. Respondent agrees to diligently pursue all necessary response activities as required under the Monitoring Plan and Contingency Plan.

7.2 Quarterly and Semi-Annual Reporting.

Beginning three months after the Effective Date of this Order, and every three months thereafter, Respondent shall provide, to the EGLE Project Manager, at the address listed in Paragraph 13.1(A), a written Quarterly Report. The Quarterly Report shall include all relevant groundwater and drinking water sampling events and results from the prior three-month period, monitoring and maintenance activities conducted within the prior three-month period, identification of any areas of concern, and a description of the steps and timeframes taken to resolve any issues. Consistent with the Monitoring Plan, if vinyl chloride is not detected above applicable Part 201 drinking water criteria in the Observation Wells for one year, then Respondent shall provide a written Semi-Annual Report to EGLE, in place of Quarterly Reports, starting with the next semi-annual sampling event performed in accordance with the Monitoring Plan. The Semi-Annual Report will include all relevant groundwater and drinking water sampling events and results from the prior six-month period, monitoring and maintenance activities conducted within the prior six-month period, identification of any areas of concern, and a description of the steps and timeframes taken to resolve any issues. If at any time sampling results from the Observation Wells show vinyl chloride at concentrations that exceed the applicable drinking water criteria, Respondent shall notify EGLE and the Village of Milford within one (1) business day of receiving the result and shall continue to, or in place of Semi-Annual Reports, provide written Quarterly Reports.

7.3 Annual Reporting

Beginning one year after the Effective Date of this Order, and every year thereafter, Respondent shall provide, to the EGLE Project Manager, at the address listed in Paragraph 13.1(A), a written Annual Report. The Annual Report shall summarize the groundwater and drinking water sampling event results, monitoring and maintenance activities conducted, areas of concern, and steps and timeframes taken to resolve any issues, that have been included in the three previously submitted Quarterly Reports or one previously submitted Semi-Annual Report for the year's reporting period, in addition to a fourth Quarterly Report or a second Semi-Annual Report (whichever is applicable pursuant to Paragraph 7.2). The Annual Report shall aggregate the three previously submitted Quarterly Reports or the one previously submitted Semi-Annual Report for the year's reporting period, while also providing a fourth Quarterly Report or second Semi-Annual Report within the summary.

7.4 Performance of Additional Response Activities

Nothing in this Order shall limit the power and authority of EGLE to take, direct, or order all appropriate action to protect public health, safety, or welfare, or the environment or to prevent, abate, or minimize a release or threatened release of hazardous substances, pollutants, or contaminants on, at, or from the Facility.

VIII. COMPLIANCE WITH STATE AND FEDERAL LAWS

8.1 All actions required to be taken pursuant to this Order shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations, including, but not limited to, Part 201, and laws relating to occupational safety and health. Other agencies may also be called upon to review the performance of response activities under this Order.

IX. SUBMISSIONS

9.1 All Submissions required by this Order must comply with all applicable laws and regulations and the requirements of this Order and must be delivered to EGLE in accordance with the schedule set forth in this Order. All Submissions delivered to EGLE pursuant to this

Order must include a reference to the Former Kelsey-Hayes Company, Milford Facility and EGLE Reference No. AOC-RRD-22-005.

9.2 If any initial Submission contains significant deficiencies such that the Submission is not in the judgment of EGLE a good faith effort by Respondent to deliver an acceptable Submission that complies with Part 201 and this Order, EGLE will notify Respondent of such.

X. ACCESS

10.1 Upon the Effective Date of this Order, Respondent must allow EGLE and its authorized employees, agents, representatives, contractors, and consultants to enter the Property and associated properties at all reasonable times to the extent access to the Property and any associated properties are controlled by Respondent. Upon presentation of proper credentials and upon making a reasonable effort to contact the person in charge of the Property, or any associated properties, EGLE staff and its authorized employees, agents, representatives, contractors, and consultants must be allowed to enter the Property and any associated properties for the purpose of conducting any activity for which access is required for the implementation of this Order or to otherwise fulfill any responsibility under state or federal laws with respect to the Property, and any associated properties, including, but not limited to, the following:

- (a) Monitoring response activities or any other activities taking place pursuant to this Order;
- (b) Verifying any data or information submitted to EGLE;
- (c) Assessing the need for, or planning, or conducting investigations relating to the Property;
- (d) Obtaining samples;
- (e) Assessing the need for, or planning, or conducting response activities at or near the Property;
- (f) Assessing compliance with requirements for the performance of operation, monitoring and maintenance, or other measures necessary to assure the effectiveness and integrity of the remedial action;

(g) Determining whether the Property or associated properties are being used in a manner that is or may need to be prohibited or restricted pursuant to this Order; and

(h) Assuring the protection of public health, safety, or welfare, or the environment.

10.2 To the extent that a property where the response activities are to be performed by Respondent under this Order is owned or controlled by persons other than Respondent, Respondent shall use its best efforts as specified in this Paragraph to secure from such persons written access agreements or judicial orders providing access for the Parties, and their authorized employees, agents, representatives, contractors, and consultants. Respondent shall follow the process set forth below to obtain access as necessary to accomplish the purposes of this Order:

(a) Respondent shall make a verbal or written request to the property owner or authorized person for access necessary to implement activities required under this Order.

(b) If Respondent does not obtain access following the request in Paragraph 10.2(a), then Respondent shall offer reasonable compensation for access, to the extent not already offered, in a written communication, with copy to EGLE, no later than sixty (60) days after the request under Paragraph 10.2(a) is received by the property owner who owns or controls the property where the response activities are to be performed.

(c) If Respondent does not obtain access within thirty (30) days after completing, at a minimum, the actions required in subparagraphs 10.2(a) and 10.2(b), Respondent shall provide EGLE copies of all written communications with the property owner or authorized representative that were not previously provided to EGLE and shall request that EGLE communicate with the property owner to discuss the State's interests. EGLE shall send a written communication to the property owner or authorized representative within thirty (30) days after Respondent's request, setting forth the purpose and need for access and identifying the property owner's responsibility to cooperate under applicable laws, with a copy to Respondent. EGLE's written communication shall encourage the property owner to respond to Respondent and shall notify the property owner that Respondent may bring a judicial action to obtain access if the property owner refuses access or fails to respond to Respondent within thirty (30) days.

(d) Respondent may, prior to initiating judicial proceedings or at any other time when access is denied or a property owner is nonresponsive, submit modifications to

response activities previously approved by EGLE to provide alternative means of compliance with this Order.

(e) The following process shall apply if Respondent does not obtain access after EGLE sends the written request under subparagraph 10.2(c):

(i) Within thirty (30) days after the date of Respondent's receipt of a refusal of access after EGLE sends the written communication under subparagraph 10.2(c), or within forty (40) days after EGLE has sent the written communication under subparagraph 10.2(c) and Respondent has received no response, Respondent shall take judicial action to secure a judicial order providing access for the Parties, and their authorized employees, agents, representatives, contractors, and consultants. Nothing in this Order requires Respondent to admit liability under Part 201 in taking any judicial action to secure access.

ii) Respondent shall provide documentation to EGLE that such judicial action has been filed in a court of appropriate jurisdiction (Court).

(iii) If access sought under subparagraph 10.2(e) is granted, Respondent shall proceed with the response activities required under this Order.

(iv) If the Court does not grant access to sufficiently implement the response activities required under this Order, the Project Managers for Respondent and EGLE shall evaluate alternative means of compliance, including but not limited to modifications to approved response activities and this Order.

10.3 Reasonable compensation shall be assessed based on information concerning, among other factors, (a) the amounts other property owners have accepted for such access; (b) information regarding the level of intrusiveness such access will require at the subject property; (c) the frequency of any such needed access; and (d) market information regarding the value of the property, the value of easements or other limited property rights, and the value of comparable access agreements.

10.4 Any lease, purchase, contract, or other agreement entered into by Respondent that transfers to another person a right of control over the Property or a portion of the Property, must contain a provision preserving for EGLE or any other person undertaking the response activities, and their authorized representatives, the access provided under this Section.

10.5 Any person granted access to the Property, and any associated properties, pursuant to this Order must comply with all applicable health and safety laws and regulations.

XI. FORCE MAJEURE

11.1 Respondent shall perform the requirements of this Order within the time limits established herein, unless performance is prevented or delayed by events that constitute a "*Force Majeure*." Any delay in the performance attributable to a *Force Majeure* shall not be deemed a violation of this Order in accordance with this Section.

11.2 For the purposes of this Order, a *Force Majeure* event is defined as any event arising from causes beyond the control of and without the fault of Respondent, of any person controlled by Respondent, or of Respondents' contractors that delays or prevents the performance of any obligation under this Order despite Respondent's "best efforts to fulfill the obligation." The requirement that Respondent exercise "best efforts to fulfill the obligation" includes Respondent using best efforts to anticipate any potential *Force Majeure* event and to address the effects of any potential *Force Majeure* event during and after the occurrence of the event, such that Respondent minimizes any delays in the performance of any obligation under this Order to the greatest extent possible. *Force Majeure* includes an occurrence or nonoccurrence arising from causes beyond the control of and without the fault of Respondent, such as an act of God, untimely review of permit applications or submissions by EGLE or other applicable authority, and acts or omissions of third parties that could not have been avoided or overcome by the diligence of Respondent and that delay the performance of an obligation under this Order. *Force Majeure* does not include, among other things, unanticipated or increased costs, changed financial circumstances, or failure to obtain a permit or license as a result of actions or omissions of Respondent.

11.3 Respondent shall notify EGLE by telephone within seventy-two (72) hours of discovering any event that causes a delay or prevents performance with any provision of this Order. Verbal notice shall be followed by written notice within ten (10) calendar days and shall describe, in detail, the anticipated length of delay for each specific obligation that will be impacted by the delay; the cause or causes of delay; the measures taken by Respondent to prevent or minimize the delay; and the timetable by which those measures shall be implemented. Respondent shall use its best efforts to avoid or minimize any such delay.

11.4 Failure of Respondent to comply with the notice requirements of Paragraph 11.3 above, shall render Section XI (Force Majeure) of this Order void, and of no force and effect as to the particular incident involved. EGLE may, at its sole discretion and in appropriate circumstances, waive the notice requirements of Paragraph 11.3 of this Order.

11.5 If the Parties agree that the delay or anticipated delay was beyond the control of Respondent, this may be so stipulated and the Parties to this Order may agree upon an appropriate modification of this Order. If the Parties to this Order are unable to reach such agreement, the dispute shall be resolved in accordance with Section XV (Dispute Resolution) of this Order. The burden of proving that any delay was beyond the control of Respondent, and that all the requirements of this Section have been met by Respondent, is on Respondent.

11.6 An extension of one compliance date based upon a particular incident does not necessarily mean that Respondent qualifies for an extension of a subsequent compliance date without providing proof regarding each incremental step or other requirement for which an extension is sought.

XII. RECORD RETENTION/ACCESS TO INFORMATION

12.1 Respondent shall preserve and retain, for a period of ten (10) years after completion of all response activities required under this Order, all records, sampling and test results, charts, and other documents relating to the release or threatened release of hazardous substances, and the storage, generation, disposal, treatment, and handling of hazardous substances at the Facility; and any other records that are maintained or generated pursuant to any requirement of this Order, including records that are maintained or generated by representatives, consultants, or contractors of Respondent. Respondent shall obtain EGLE's written permission prior to the destruction of any documents covered by this Paragraph. Respondent's request shall be accompanied by a copy of this Order and sent to the address listed in Section XIII (Project Managers and Communications/Notices) of this Order, or to such other address as may subsequently be designated in writing by EGLE. Respondent retains the right to assert any privileges that may apply to documents subject to this Section.

12.2 Upon request, Respondent shall provide to EGLE copies of all documents and information within its possession, or within the possession or control of its employees, contractors, agents, or representatives, relating to the performance of response activities or

other requirements of this Order including, but not limited to, records regarding the collection and analysis of samples, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing forms, or other correspondence, documents, or information related to response activities. Upon request Respondent shall also make available to EGLE, upon reasonable notice, Respondent's employees, contractors, agents, or representatives with knowledge of relevant facts concerning the performance of response activities.

12.3 If Respondent submits documents or information to EGLE that Respondent believes are entitled to protection as provided for in Section 20117(10) of Part 201, Respondent may designate in that submission the documents or information which it believes are entitled to such protection. If no such designation accompanies the information when it is submitted to EGLE, EGLE may provide the information to the public without further notice to Respondent. Information described in Section 20117(11)(a) through (h) of Part 201 shall not be claimed as confidential or privileged by Respondent. Information or data generated under this Order shall not be subject to Part 148, Environmental Audit Privilege and Immunity, of the NREPA, MCL 324.14801 *et seq.*

XIII. PROJECT MANAGERS AND COMMUNICATIONS/NOTICES

13.1 Each Party shall designate one or more Project Managers. Whenever notices, Quarterly Reports, Semi-Annual Reports, Annual Reports, information on the collection and analysis of samples, approvals, or disapprovals, or other technical submissions are required to be forwarded by one Party to the other Party under this Order; or whenever other communications between the Parties is needed, such communications shall be directed to the designated Project Managers at the address listed below. Notices and submissions may be provided by electronic means. If any Party changes its designated Project Manager, the name, address, and telephone number of the successor shall be provided to the other Party, in writing, as soon as practicable. The Project Manager for each party shall have primary responsibility for overseeing the performance of the response activities at the Facility and other requirements specified in this Order for the Respondent.

A. As to EGLE:

Brandon Alger, Project Manager
Warren District Office
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy
27700 Donald Court
Warren, Michigan 48092
Phone: 586-623-2839
Fax: 586-751-4690
E-mail Address: AlgerB@Michigan.gov

B. As to Respondent:

Scott Detwiler
Senior Regional Manager, Environmental, Health and Safety
ZF Active Safety US Inc.
11202 E. Germann Road
Mesa, Arizona 85212
(480) 722-4139 Work
(480) 600-7433 Mobile
Scott.Detwiler@zf.com

13.2 EGLE may designate other authorized representatives, employees, contractors, and consultants to observe and monitor the progress of any activity undertaken pursuant to this Order.

XIV. STIPULATED PENALTIES

14.1 Respondent shall be liable for stipulated penalties in the amounts set forth in Paragraphs 14.2 and 14.3 of this Order, for failure to comply with the requirements of this Order, unless the failure to comply is excused under Section XI (Force Majeure) of this Order. "Failure to Comply" by Respondent shall include failure to complete Submissions and notifications as required by this Order and failure to conduct sampling events or perform response activities in accordance with the Monitoring Plan and Contingency Plan, and all applicable requirements of law, within the specified implementation schedules established by or approved under this Order.

14.2 The following stipulated penalties shall accrue per violation per day for any violation of Section VII (Performance of Response Activities) of this Order:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$250	1 st through 14 th day
\$500	15 th through 30 th day
\$1000	31 st day and beyond

14.3 Except as provided in Paragraph 17.2, Section XI (Force Majeure) and Section XV (Dispute Resolution) of this Order, if Respondent fails or refuses to comply with any other term or condition of this Order, Respondent shall pay the State stipulated penalties of One Hundred Dollars (\$100) a day for each and every failure or refusal to comply.

14.4 All penalties shall begin to accrue on the day after performance of an activity was due or the day a violation occurs and shall continue to accrue through the final day of completion of performance of the activity or correction of the violation. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

14.5 Except as provided in Section XV (Dispute Resolution) of this Order, Respondent shall pay stipulated penalties owed to the State no later than thirty (30) days after Respondent's receipt of a written demand from the State. Interest, at the rate provided for in Section 20126a(3) of Part 201, shall begin to accrue on the unpaid balance at the end of the thirty (30) day period on the day after payment was due until the date upon which Respondent makes full payment of those stipulated penalties and the accrued interest to the State.

14.6 All payments made pursuant to this Order shall be by certified check, made payable to the "State of Michigan – Environmental Response Fund," and shall be delivered to:

- Via Mail

Accounting Services Division
Cashier's Office for EGLE
P.O. Box 30657
Lansing, Michigan 48909-8157

OR

- Via Courier

Accounting Services Division
Cashier's Office for EGLE
425 West Ottawa Street
Lansing, Michigan 48933

Former Kelsey-Hayes Company, Milford Facility, EGLE Reference No. AOC-RRD-22-005 shall be designated on each check. A copy of the transmittal letter and the check shall be provided simultaneously to EGLE Project Manager at the address listed in Paragraph 13.1(A) and to the MDAG at:

Danielle Allison-Yokom, Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
Address: 525 West Ottawa St, Lansing, Michigan 48933
P.O Box: 30212
Phone: 517-373-7540
Fax: 517-335-7644

14.7 The payment of stipulated penalties shall not alter in any way Respondent's obligation to perform the response activities required by this Order.

14.8 If Respondent fails to pay stipulated penalties when due, the State may institute proceedings to collect the penalties. However, the assessment of stipulated penalties is not the State's exclusive remedy if Respondent violates this Order. For any failure or refusal of Respondent to comply with the requirements of this Order, the State also reserves the right to pursue any other remedies to which it is entitled under this Order or any applicable law including, but not limited to, seeking civil fines, injunctive relief, and the specific performance of response activities and reimbursement of costs. If a court orders Respondent to pay the State civil fines or penalties under Part 201 for acts and/or omissions of Respondent for claims related to compliance with this Order, Respondent may deduct from the amount of fines or penalties ordered to be paid to the State the amount of any stipulated penalties previously paid to the State for the same acts or omissions which were the basis for the civil fines or penalties ordered by the court.

14.9 Notwithstanding any other provision of this Section, the State may waive, in its unreviewable discretion, any portion of stipulated penalties and interest that has accrued pursuant to this Order.

XV. DISPUTE RESOLUTION

15.1 Unless otherwise expressly provided for in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Order. However, the procedures set forth in this Section shall not apply to actions by the State to enforce any of Respondent's obligations that have not been disputed in accordance with this Section. Engagement of dispute resolution pursuant to this Section shall not be cause for Respondent to delay the performance of any response activity required under this Order.

15.2 The State shall maintain an administrative record of any disputes initiated pursuant to this Section. The administrative record shall include the information Respondent provides to EGLE under Paragraphs 15.3 through 15.5 of this Order, and any documents the State relies on to make the decisions set forth in Paragraphs 15.3 through 15.5 of this Order.

15.3 Except for undisputable matters identified in Paragraph 15.1 of this Order, any dispute that arises under this Order with respect to EGLE's disapproval, modification, or other decision concerning requirements of this Order shall, in the first instance, be the subject of informal negotiations between the district staff representing EGLE and Respondent. A dispute shall be considered to have arisen on the date that a Party to this Order receives a written Notice of Dispute from the other Party. The Notice of Dispute shall state the issues in dispute; the relevant facts upon which the dispute is based; factual data, analysis, or opinion supporting the Party's position; and supporting documentation upon which the Party bases its position. In the event Respondent objects to any EGLE notice of disapproval, modification, or decision concerning the requirements of this Order that is subject to dispute under this Section, Respondent shall submit the Notice of Dispute within ten (10) days of receipt of EGLE's notice of disapproval, modification, or decision. The period of informal negotiations shall not exceed twenty (20) days from the date a Party receives a Notice of Dispute unless the time period for negotiations is modified by written agreement between the Parties. If the Parties do not reach an agreement within twenty (20) days or within the agreed-upon time period, the RRD District

Supervisor will thereafter provide EGLE's Statement of Position, in writing, to the Respondent. In the absence of initiation of formal dispute resolution by Respondent under Paragraph 15.4 of this Order, EGLE's position as set forth in EGLE's Statement of Position shall be binding on the Parties.

15.4 If Respondent and EGLE cannot informally resolve a dispute under Paragraph 15.3 of this Order, Respondent may initiate formal dispute resolution by submitting a written Request for Review to the RRD Director, with a copy to the EGLE Project Manager, requesting a review of the disputed issues. This Request for Review must be submitted within ten (10) days of Respondent's receipt of the Statement of Position issued by EGLE pursuant to Paragraph 15.3 of this Order. The Request for Review shall state the issues in dispute; the relevant facts upon which the dispute is based; factual data, analysis, or opinion supporting the Party's position; and supporting documentation upon which the Party bases its position. Within twenty (20) days of the RRD Director's receipt of Respondent's Request for Review, the RRD Director will provide EGLE's Statement of Decision, in writing, to Respondent, which will include a statement of his/her understanding of the issues in dispute; the relevant facts upon which the dispute is based; factual data, analysis, or opinion supporting his/her position; and supporting documentation he/she relied upon in making the decision. The time period for the RRD Director's review of the Request for Review may be extended by written agreement between the Parties. EGLE's Statement of Decision shall be binding on the Parties.

15.5 In lieu of the procedures set forth in Paragraphs 15.3 and 15.4, Respondent may appeal a decision made by EGLE under Section 20114e of Part 201 with respect to a scientific or technical dispute in accordance with Section 20114e(7) through (10) of Part 201. However, any issue that has been or is being addressed through the procedures set forth in Paragraphs 15.3 and 15.4 is not eligible for review under Section 20114e(7) through (10) of Part 201.

15.6 Notwithstanding the invocation of a dispute resolution proceeding, stipulated penalties shall accrue from the first day of Respondent's failure or refusal to comply with any term or condition of this Order, but payment shall be stayed pending resolution of the dispute. In the event, and to the extent that Respondent does not prevail on the disputed matters, EGLE may demand payment of stipulated penalties and Respondent shall pay stipulated penalties as set forth in Paragraph 14.5 of Section XIV (Stipulated Penalties) of this Order. Respondent shall not be assessed stipulated penalties for disputes that are resolved in its favor. The

MDAG, on behalf of EGLE, may take civil enforcement action against Respondent to seek the assessment of civil penalties or damages, pursuant to Section 20137(1) of Part 201, or other statutory and equitable authorities.

15.7 Notwithstanding the provisions of this Section and in accordance with Section XIV (Stipulated Penalties) of this Order, Respondent shall pay to the State that portion of a demand for payment of stipulated penalties that is not the subject of an ongoing dispute resolution proceeding.

15.8 As provided for in Section 20137(6) of Part 201, no action or decision of EGLE or the MDAG shall constitute a final agency action giving rise to any rights of judicial review prior to the MDAG's initiation of judicial action to compel the Respondent to comply with this Order or to enforce a term, condition, or other action required by this Order. Nothing in this Order shall expand the Respondent's ability to obtain pre-enforcement review of this Order.

XVI. INDEMNIFICATION AND INSURANCE

16.1 The State does not assume any liability by entering into this Order. This Order shall not be construed to be an indemnity by the State for the benefit of Respondent or any other person.

16.2 Respondent shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, agents, employees, contractors, and representatives for any claims or causes of action that arise from, or on account of, acts or omissions of the Respondent, its officers, employees, agents, or any other person acting on its behalf or under its control, in performing the activities required by this Order.

16.3 Respondent shall indemnify and hold harmless the State and its departments, agencies, officials, agents, employees, contractors, and representatives for all claims or causes of action for damages or reimbursement from the State that arise from, or on account of, any contract, agreement, or arrangement between Respondent and any person for the performance of response activities at the Facility, including any claims on account of construction delays.

16.4 The State shall provide to Respondent notice of any claim for which the State intends to seek indemnification pursuant to Paragraphs 16.2 or 16.3 of this Order.

16.5 Neither the State nor any of its departments, agencies, officials, agents, employees, contractors, or representatives shall be considered a party to any contract that is entered into by or on behalf of Respondent for the performance of activities required by this Order. Neither Respondent nor its contractor shall be considered an agent of the State.

16.6 Respondent waives all claims or causes of action against the State and its departments, agencies, officials, agents, employees, contractors, and representatives for damages, reimbursement, or set-off of any payments made or to be made to the State that arise from, or on account of, any contract, agreement, or arrangement between Respondent and any other person for the performance of response activities at the Facility, including any claims resulting from construction delays.

16.7 If vinyl chloride is detected at the Observation Wells above applicable Part 201 drinking water criteria and verified in accordance with the Monitoring Plan, then within thirty (30) days Respondent shall secure and maintain comprehensive general liability insurance with limits of One Million Dollars (\$1,000,000.00) of combined single limit, which names EGLE, the MDAG, and the State as additional insured parties. If Respondent demonstrates by evidence satisfactory to EGLE that any contractor or subcontractor maintains insurance equivalent to that described above, then, with respect to that contractor or subcontractor, Respondent needs to provide only that portion, if any, of the insurance described above that is not maintained by the contractor or subcontractor. Regardless of the insurance method used by Respondent, Respondent shall provide the EGLE Project Manager and the MDAG with certificates evidencing said insurance and EGLE, the MDAG, and the State's status as additional insured parties. Such certificates shall specify Former Kelsey-Hayes Company, Milford Facility, EGLE Reference No. AOC-RRD-22-005 and the Remediation and Redevelopment Division.

XVII. COVENANTS NOT TO SUE BY THE STATE

17.1 In consideration for Respondent's commitment to conduct the response activities required by this Order and except as specifically provided for in this Section and Section XVII

(Reservation of Rights), the State hereby covenants not to sue or to take further administrative action against Respondent for:

(a) The performance of response activities that Respondent has completed to comply with the AO prior to the Effective Date or any failure by Respondent to comply with the AO; and

(b) The performance of response activities required by this Order.

17.2 The covenants not to sue take effect under this Order as follows:

(a) With respect to response activities performed or activities required by the AO, on the Effective Date of this Order;

(b) With respect to response activities required by this Order, upon completion of the response activities required by this Order.

17.3 The covenants not to sue extend only to Respondent and do not extend to any other person.

17.4 The covenant not to sue is subject to Respondents' compliance with the terms of this Order.

XVIII. RESERVATION OF RIGHTS BY THE STATE

18.1 The covenants not to sue apply only to those matters specified in Paragraph 17.1 of Section XVII (Covenants Not to Sue by the State) of this Order. The State expressly reserves, and this Order is without prejudice to, all rights to take administrative action or to file a new action pursuant to any applicable authority against Respondent with respect to the following:

(a) The performance of response activities that are required by this Order and to comply with Part 201.

(b) The performance of any response activities not required by this Order, but necessary to address contamination at the Facility and to comply with Part 201.

(c) Response activity costs incurred by the State related to releases or threatened releases of hazardous substances at the Facility.

(d) The past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances that occur outside of the Facility and that are not attributable to the Facility.

(e) The past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances taken from the Facility.

(f) Damages for injury to, destruction of, or loss of natural resources, and the costs for any natural resource damage assessment.

(g) Criminal acts.

(h) The release or threatened release of hazardous substances that occur during or after the performance of response activities required by this Order or any other violations of state or federal law for which Respondent has not received a covenant not to sue.

(i) Any issue addressed in Section 20132(6) of Part 201 as it relates to unknown conditions at the Facility.

(j) Any applicable due care responsibilities, including but not limited to, those listed in Section 20107a of Part 201.

18.2. The State reserves all of its rights under state and federal law to perform response activities and to take enforcement action, including action to seek injunctive relief, the recovery of response activity costs not addressed by this Order, the recovery of natural resource damages and costs incurred to assess natural resource damages, monetary penalties, punitive damages for any violation of law or this Order, and liability for criminal acts. The State expressly reserves all of its rights and defenses pursuant to any available legal authority to enforce this Order.

18.3 The State reserves the right to take action against Respondent if it discovers at any time that any material information provided by Respondent prior to or after entry of this Order was false or misleading.

18.4 In addition to, and not as a limitation of any other provision of this Order, EGLE retains all of its authority and reserves all of its rights to perform, or contract to have performed, any response activities that EGLE determines are necessary.

18.5 In addition to, and not as a limitation of any provision of this Order, EGLE and the MDAG retain all of their information-gathering, inspection, access, and enforcement authorities and rights under Part 201, and any other applicable statute or regulation.

18.6 Failure by EGLE or the MDAG to enforce any term, condition, or requirement of this Order in a timely manner shall not:

(a) Provide or be construed to provide a defense for Respondent's noncompliance with any such term, condition, or requirement of this Order.

(b) Estop or limit the authority of EGLE or the MDAG to enforce any such term, condition, or requirement of the Order, or to seek any other remedy provided by law.

18.7 This Order does not constitute a warranty or representation of any kind by EGLE that the response activities performed by Respondent in accordance with submittals required by this Order will result in the achievement of the remedial clean-up criteria established by law, or that those response activities will assure protection of public health, safety, or welfare, or the environment.

18.8 Except as provided in Paragraph 17.1 of Section XVII (Covenants Not to Sue by the State) of this Order, nothing in this Order shall limit the power and authority of EGLE or the State, pursuant to Section 20119 and Section 20137 of Part 201, as provided for under Section 20132(8) of Part 201, to direct or order all appropriate action to protect the public health, safety, or welfare, or the environment; or to prevent, abate, or minimize a release or threatened release of hazardous substances, pollutants, or contaminants on, at, or from the Facility.

XIX. COVENANT NOT TO SUE BY RESPONDENT

19.1 Respondent hereby covenants not to sue or to take any civil, judicial, or administrative action against the State, its agencies, or their authorized representatives, for any claims or causes of action against the State that arise from this Order, including, but not limited to, any direct or indirect claim for reimbursement from the Cleanup and Redevelopment Fund pursuant to Section 20119(5) of Part 201 or any other provision of law.

19.2 After the Effective Date of this Order, if the State initiates any administrative or judicial proceeding for injunctive relief, recovery of future response activity costs, or other

appropriate relief relating to the Facility, Respondent agrees not to assert and shall not maintain any defenses or claims that are based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, or claim-splitting; or that are based upon a defense that contends any claims raised by EGLE or the MDAG in such a proceeding were or should have been brought in this case, provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section XVII (Covenants Not to Sue by the State) of this Order.

XX. MODIFICATIONS

20.1 The Parties may only modify this Order according to the terms of this Section. The modification by Respondent of any Submission or schedule required by this Order may be made only upon written approval from the EGLE RRD Warren District Supervisor.

20.2 Modification of any other provision or Attachment of this Order shall be made only by written agreement between Respondent's Project Manager, the EGLE RRD Assistant Director, or his or her authorized representative, and the designated representative of the MDAG.

XXI. TERMINATION

21.1 This Order shall remain in full force and effect until expressly terminated by a written Notice of Termination issued by the EGLE RRD Director or his or her designee. Upon completion of all response activities required by this Order, and four (4) years after the Effective Date of this Order if vinyl chloride has not been detected at the Observation Wells above applicable Part 201 drinking water criteria, Respondent may submit a written request to terminate this Order to the EGLE RRD Director at the Michigan Department of Environment, Great Lakes, and Energy, Remediation and Redevelopment Division, P.O. Box 30426, Lansing, Michigan 48909-7926, to terminate this Order. The written request to terminate this Order shall document that Respondent has complied with all requirements of Section VII (Performance of Response Activities), that vinyl chloride has not been detected in the Observation Wells above applicable Part 201 drinking water criteria, and Respondent has paid any stipulated penalties assessed under Section XIV (Stipulated Penalties). The EGLE RRD Director shall issue a written Notice of Termination unless EGLE determines that the Respondent has not submitted

the required documentation or has failed to comply with, or complete, all of the requirements of this Order.

XXII. SEPARATE DOCUMENTS

22.1 The Parties may execute this Order in duplicate original form for the primary purpose of obtaining multiple signatures, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

XXIII. SEVERABILITY

23.1 The provisions of this Order shall be severable. If a court of competent jurisdiction declares that any provision of this Order is inconsistent with state or federal law and therefore unenforceable, the remaining provisions of this Order shall remain in full force and effect.

IT IS SO AGREED TO AND ORDERED BY:

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

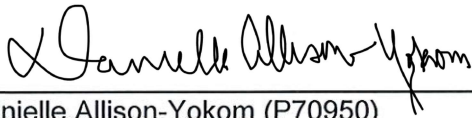


Joshua Mosher, Assistant Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes, and Energy

September 5, 2023

Date

MICHIGAN DEPARTMENT OF ATTORNEY GENERAL



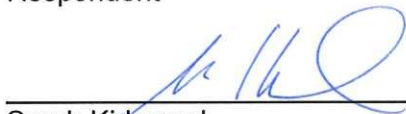
Danielle Allison-Yokom (P70950)
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General

August 21, 2023

Date

IT IS SO AGREED BY:

Respondent



Sarah Kirkwood
Senior Vice President, General Counsel and Secretary
ZF Active Safety US Inc.

8-17-23

Date

Technical Summary Report



SUBJECT

Former Kelsey-Hayes Plant,
101 Oak Street
Oakland County, Michigan
EGLE Facility ID No. 63000952

TO

Brandon Alger
Michigan Department of Environment,
Great Lakes, and Energy

DATE

January 20, 2023

On behalf of ZF Active Safety US Inc. (ZF), Arcadis of Michigan, LLC (Arcadis) first prepared and submitted this Technical Summary Report on August 9, 2022, in response to the Michigan Department of Environment, Great Lakes, and Energy's (EGLE's) letter dated June 28, 2022 (the "June 28th Letter") and in connection with the Administrative Order for Response Activity, EGLE Docket No. AO-RRD-22-001 (the "AO"), for the former Kelsey-Hayes Company site located at 101 Oak Street, Milford, Oakland County, Michigan (the "Site"). ZF has since revised the Contingency Plan portion of the first version of the Technical Summary Report in response to comments received from EGLE and added additional technical information (See Attachment 16) in response to the September 22, 2022, electronic email from EGLE. ZF also updated portions of the Technical Summary Report to include the additional data collected from OW-16D2, OW-16D2R1, and OW-16D2R2 during the months of August, September, and October 2022. The purpose of this Technical Summary Report is to provide EGLE with documentation and additional information regarding the work that has been completed by ZF and Arcadis to date, to further investigate the condition of ZF observation well, OW-16D2, and evaluate chlorinated volatile organic compounds (CVOCs), particularly vinyl chloride, in the area of OW-16D2 and near the Village of Milford (VOM) municipal drinking water wells. This Technical Summary Report will demonstrate that: (i) the condition of OW-16D2 was compromised at the time the samples with vinyl chloride above the drinking water (DW) criteria were collected from the well, which was the basis for the AO; (ii) groundwater from the aquifer does not contain vinyl chloride at or above the reporting limit of 1.0 ug/L; (iii) the current condition of the compounds in the aquifer is stable.

This Technical Summary Report consolidates information and data previously submitted to EGLE in letters and data submitted between March 16, 2022, and July 13, 2022, and also includes the details of the investigations performed and data recently collected by Arcadis regarding monitoring well OW-16D2 and two new monitoring wells installed to analyze the groundwater near OW-16D2. In addition, this Technical Summary Report incorporates a Monitoring Plan and a Contingency Plan (revised), as requested in the June 28th Letter.

BACKGROUND AND CHRONOLOGY OF EVENTS

The background and chronology of events described in the following paragraphs is focused on information related to OW-16D2 and the data, observations, correspondence, and work performed in connection with OW-16D2 and the AO, from May 2021 to date.

ZF is the corporate successor to the prior operator of the Part 201 Facility located at the Site. As part of its obligations related to the Site, ZF has been collecting samples from a network of off-site wells, including OW-16D2, since 1998. Observation Well OW-16D2 is located approximately 200 feet from the Village of Milford (VOM) municipal drinking water wells. Vinyl chloride had not been detected above the DW criteria in any samples collected from OW-16D2 until May 2021, and then August 2021. Based on these results, ZF proposed to increase the sampling frequency for OW-16D2 from semi-annual sampling to bi-weekly sampling for three months and if concentrations of vinyl chloride remained below the DW criteria for six consecutive sampling events, the sampling

frequency would be monthly for the following three months, and return to semi-annually if no vinyl chloride was detected. EGLE agreed to the sampling plan via email from Mr. Kevin Wojciechowski on July 20, 2021. In addition, after the detections of vinyl chloride in May and August 2021, ZF and Arcadis reviewed the extensive data collected for the Site, as well as other available information for soil sampling and monitoring wells in the vicinity of the Site, to try to understand the emergence of vinyl chloride in OW-16D2. Given that vinyl chloride had not previously been detected in ZF's off-site monitoring well network in more than 25 years of monitoring, the emergence of vinyl chloride only in OW-16D2 warranted further review and investigation. In addition, available summaries of data collected by the VOM's consultant, John Wood Group PLC (Wood), for the VOM's drinking water well system showed that vinyl chloride had never been detected in the VOM's municipal wells (approximately 200 feet from OW-16D2) or associated distribution systems during the last 32 years. See Figure 1 (Site Layout) and Figure 2 (Cross Section) for a summary of recent groundwater monitoring results from ZF's monitoring well network, VOM's monitoring well MW-03-94, and the VOM drinking water wells. In addition, trend graphs prepared by Arcadis show decreasing concentrations of CVOCs in groundwater downgradient of the Site. See **Attachment 1**.

Although trichloroethene and cis-1,2-dichloroethene have historically been detected in Observation Wells OW-2D2, OW-05D2, OW-07D, OW-22, OW-22D, OW-23D, OW-28, and OW-30 (wells downgradient of the Site) from 1994 to 2022 (note: that the exact timeframe varies depending upon the well) vinyl chloride has never been detected in these wells except for an anomalous detection in OW-07D on December 18, 1997. The December 18, 1997 sample was rerun and EGLE had also collected a split sample and neither of those analyses detected vinyl chloride. Observation well OW-07D has been sampled at least 44 times from 1994 to 2022 and vinyl chloride has never been detected in this well other than the one anomalous result, which was not replicated in subsequent sampling. The data from these eight wells, observation wells OW-9, OW-9ML-A/B/C/D, OW-10, OW-10D, OW-18D, OW-18ML-A/B/C, and OW-18ML-D/E/F located along West Liberty Street, and the VOM well (MW-03-94), demonstrate that CVOCs including trichloroethene and cis-1,2-dichloroethene are stable below DW criteria in the aquifer and conditions of the aquifer are not conducive for degradation of these compounds to vinyl chloride.

On September 1, 2021, EGLE sent a Compliance Communication regarding the Site to ZF and requested that ZF submit a Response Activity Plan to EGLE within 90 days. On October 25, 2021, EGLE sent ZF another Compliance Communication asking ZF to initiate an interim response measure of installing treatment on the Village of Milford drinking water system. During this time period, ZF continued to collect bi-weekly groundwater samples from OW-16D2 pursuant to the original agreement with EGLE in July 2021. The bi-weekly sampling did not identify vinyl chloride above the DW criteria in samples collected through the end of October 2021 and samples collected in November 2021 and December 2021, also did not reveal vinyl chloride above the DW criteria. ZF responded to EGLE's September 1st and October 25th Compliance Communications on November 23, 2021. See **Attachment 2**.

On January 4, 2022, and January 25, 2022, OW-16D2 was sampled in accordance with the original sampling plan agreed to by EGLE in July 2021 and the water sample results showed vinyl chloride at 2.5 micrograms per liter (ug/L) and 3.2 ug/L, respectively. A water sample was also collected on February 17, 2022, which did not identify vinyl chloride above the DW criteria. All of the sampling results were reported to EGLE via email. See **Attachment 3**.

On March 16, 2022, EGLE issued the AO to ZF on the basis that the presence of vinyl chloride in OW-16D2, "represents an imminent and substantial endangerment to the public health, safety, welfare, or the environment within the meaning of Section 20119 of NREPA, MCL §324.20119."

Around the time that EGLE issued the AO (late February to early March 2022) Arcadis had been evaluating water level trends at OW-16D2 to determine if the water level drawdown in the well was a result of low-flow sampling or the operation of the nearby VOM drinking water wells. After determining that there was no drawdown in OW-16D2 during operation of the VOM drinking water wells but an anomalous response in water level and certain groundwater parameters in OW-16D2 during sampling, Arcadis raised concerns regarding the possible integrity of the well screen and/or the sand pack surrounding the well screen. In addition, considering the proximity of OW-16D2 to the VOM drinking water wells, ZF and Arcadis carefully analyzed the viability of OW-16D2 and considered whether the groundwater samples collected from this well were representative of the aquifer. Arcadis initially questioned whether OW-16D2 may be compromised because there was significant drawdown in the well during most of the low-flow sampling events where vinyl chloride was detected, and purge volumes were observed to be similar to the volume of standing water removed from the well. Except for a few instances, this was not observed in the past. This indicated stagnant water conditions in the well. In addition, water samples collected from OW-16D2 with vinyl chloride detections had a strong reducing oxidation reduction potential (ORP) in the range of -60 to -134 millivolts and low dissolved oxygen (DO) levels. These conditions within a well provide a reducing environment where anaerobic microbes are active and reductive dechlorination of CVOCs can occur (i.e., cis-1,2-dichloroethene to vinyl chloride). Arcadis also noted that vinyl chloride has not been detected in the six observation wells, OW-9, OW-9D, OW-09ML-A/B/C/D, and MW-03-94, located upgradient of OW-16D2, in the VOM drinking water wells, or in any of the other monitoring wells regularly sampled by Arcadis, which have proven to be reliable in monitoring other CVOCs. Therefore, based on these multiple lines of evidence, it appeared that the recent detections of vinyl chloride in OW-16D2 were localized and warranted further review. Finally, the inability of OW-16D2 to sustain EGLE's low-flow sampling stabilization requirements for water level also indicated that groundwater samples collected from OW-16D2 were not representative of groundwater conditions and not suitable for comparison to the Part 201 Cleanup Criteria for compliance purposes. See **Attachment 4** for a summary table of laboratory analytical results for the seven upgradient wells and a summary table of laboratory analytical results for OW-16D2 and field parameters.

Based on the observations discussed above, OW-16D2 was further examined and efforts to redevelop the well began on April 1, 2022. The objective of the well redevelopment activities was to improve hydraulic communication between the well and the formation, in order to produce representative groundwater samples. During the examination and redevelopment of OW-16D2, Stearns Drilling Company (Stearns), the well redeveloper, used a surge block with a vacuum hose attachment to work up and down within the well screen and draw out sediments consistent with standard practice. Stearns moved this apparatus up and down within the well screen several times. During the process, there was initial discolored water and some fine sediment removed and then it cleared up. The plan was to then drop a pump down the well and purge water/groundwater as it re-entered the well, removing as much water as possible. However, after pulling the surge block apparatus out of the well, there was only about 2 feet of water remaining in the well (approximately 1/3 gallon). The depth of standing water in the well when Stearns started the redevelopment process was about 100 feet which is equivalent to approximately 16 gallons. This indicates that the well screen, sand pack, and/or formation around the screen was not functioning as designed. Arcadis measured the level of water in the well after this work and it recovered very slowly, at a rate of less than 1 foot per hour. Based on these observations, it appeared that the water in OW-16D2 was stagnant (and existing in an anaerobic condition) and therefore not representative of groundwater conditions present in the aquifer. These initial well redevelopment findings, combined with the observations noted above regarding well behavior during sampling, indicated that OW-16D2 had become compromised and could not be relied on for continued groundwater monitoring without further potential corrective action on the well. See **Attachment 5**, ZF letter to EGLE dated April 8, 2022.

Following the redevelopment on April 1, 2022, Arcadis collected water samples from OW-16D2 on April 4, 8, and 18, 2022. The samples were submitted to Fibertec Environmental Services of Holt, Michigan (Fibertec) and Eurofins Canton, Ohio (Eurofins) for analysis of volatile organic compound (VOCs) using United States Environmental Protection Agency (USEPA) Test Method 8260D. The results from all six samples, including associated duplicate samples, indicated non-detectable (non-detect) concentrations of vinyl chloride (less than 1.0 ug/L). In contrast, cis-1,2-dichloroethene, trans-1,2-dichloroethene, and 1,1-dichloroethane were detected below DW criteria and the concentrations of these other CVOCs were consistent with previous samples collected from OW-16D2. This indicated that these compounds were stable in the formation water that entered OW-16D2 after redevelopment and were not degrading to vinyl chloride in the aquifer in the vicinity of OW-16D2. See **Attachment 6**, summary of laboratory analytical results for OW-16D2 (April 4, 8, and 18, 2022). These findings, along with the OW-16D2 sampling results, and the well redevelopment observations described above, supported Arcadis's prior working hypothesis that, OW-16D2 was compromised and the production of vinyl chloride was occurring in the well resulting from stagnant anaerobic water within the well, and that the vinyl chloride detections were not representative of actual groundwater conditions. Therefore, ZF requested additional time to comply with the AO response deadline and develop and implement a work plan to further investigate, redevelop, and gather representative data from OW-16D2. See **Attachment 7**, ZF letter to EGLE dated April 13, 2022. EGLE responded to ZF on April 14, 2022, and denied ZF's request for additional time to comply with the AO. However, EGLE concurred that the technical information collected by ZF warranted more investigation and noted that ZF could submit a work plan describing the additional work that would be performed to continue to rehabilitate OW-16D2. EGLE also requested that the work plan include details about vertical aquifer profiling (VAP) in close proximity to OW-16D2 to verify the screen is in the zone of highest contamination, or if the depth of contamination is different than screening interval, installation of a new monitoring well. See **Attachment 8**, EGLE letter to ZF dated April 14, 2022.

ZF submitted a Monitoring Well Rehabilitation and Vertical Aquifer Profiling Work Plan to EGLE on April 22, 2022 (the "Work Plan"). EGLE responded with comments to the Work Plan on May 4, 2022 and ZF responded to EGLE's comments to the Work Plan on May 15, 2022 (the original Work Plan and the subsequent EGLE and ZF letters are hereafter referred to as the "Work Plan Documents"). See **Attachment 9**, Progress Report No. 1 dated May 15, 2022.

SUMMARY OF INVESTIGATIONS

Pursuant to the Work Plan Documents, ZF proceeded to schedule and implement the work. Well rehabilitation activities at OW-16D2 conducted to date include initial well redevelopment on April 1, 2022, collection of water samples for chemical and biological analysis to determine if the well recharging issues observed during the initial redevelopment are related to scaling or biofouling, and performing a camera survey to assess the integrity of the screen and casing. As described in more detail below, ZF conducted the VAP sampling activities on May 16 through 25, 2022, in close proximity to OW-16D2 (VAP Location No. 1) and at two other locations (VAP Locations No. 2 and 3) west of OW-16D2. The objective of the VAP sampling activities was to further assess the presence and lateral and vertical distribution of CVOCs in groundwater. In addition, on May 26 through 27, 2022, ZF installed a new monitoring well (OW-16D2R1) next to OW-16D2, based on the results from groundwater samples collected at VAP Location No. 1 and in consultation with EGLE. See **Attachment 10**, e-mail from Kevin Wojciechowski dated May 26, 2022. A second additional well (OW-16D2R2) was installed on July 20 and 21, 2022, to monitor the same screened interval as OW-16D2.

OBSERVATION WELL (OW-16D2) REHABILITATION

As discussed above, Arcadis began performing redevelopment activities on OW-16D2 on April 1, 2022. The initial redevelopment activities included clearing sediments from the well screen and allowing the well to recharge. Since the initial well redevelopment activities, Arcadis has collected water samples from OW-16D2 on nine occasions. Water samples collected on April 4, 8, and 18, and May 18, 2022, were submitted to Eurofins for analysis of VOCs using USEPA Test Method 8260D. Water samples collected on April 4, 8, and 18 were also submitted to Fibertec for expedited analysis of VOCs using USEPA Test Method 8260D. The water samples collected on June 8, July 11, August 8, September 8, and October 3, 2022, were submitted to Fibertec for expedited analysis of VOCs using USEPA Test Method 8260D. Vinyl chloride was not detected (at or above the reporting limit of 1.0 ug/L) in any of the water samples collected since the April 2022 redevelopment of OW-16D2. The consultant for the VOM, Wood, also collected split water samples on April 4, 8, 18, May 18, June 8, July 11, August 8, September 8, and October 3, 2022. The split samples collected by Wood also did not identify vinyl chloride above the DW criteria. The sampling data for OW-16D2 since the initial redevelopment activities on April 1st are presented below.

Sample Identification:	Observation Well OW-16D2																						Residential Drinking Water Criteria
Sample Collection Date:	4/4/2022			4/8/2022			4/18/2022			5/18/2022		6/8/2022		7/11/2022		8/8/2022		9/8/2022		10/3/2022			
	Fibertec	Eurofins	Wood	Fibertec	Eurofins	Wood	Fibertec	Eurofins	Wood	Fibertec	Wood	Fibertec	Wood	Fibertec	Wood	Fibertec	Wood	Fibertec	Wood	Fibertec	Wood		
Tetrachloroethene	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	5.0	
Trichloroethene	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	5.0	
cis-1,2-Dichloroethene	19	21	17	20	18	17	18	16	14	16	13	19	14	18	10	16	12	21	16	17	16	70	
trans-1,2-Dichloroethene	1.7	1.7	2.0	1.5	1.5	2.0	1.3	1.2	1.0	<1.0	<1.0	1.4	2.0	<1.0	<1.0	<1.0	<1.0	1.8	2.0	1.4	1.8	100	
1,1-Dichloroethane	3.5	3.8	4.0	3.5	3.0	4.0	3.0	2.4	3.0	3.4	3.0	3.6	3.0	3.5	3.0	3.6	3.0	3.9	4.0	3.2	4.0	880	
Vinyl chloride	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	2.0	

All concentrations are in micrograms per liter (µg/L)

The laboratory analytical reports for the samples collected at OW-16D2 since redevelopment are included in **Attachment 11**.

SAMPLE COLLECTION FOR CHEMICAL AND BIOLOGICAL ANALYSIS

Water samples were collected for chemical and biological analysis from OW-16D2 on June 6, 2022. Samples were submitted to Water Systems Engineering Inc., Ottawa, Kansas (WSE). The laboratory analytical results and analysis found a significant potential for mineral scale buildup over time as indicated by the high concentration of dissolved minerals present including hardness, calcium, and alkalinity. The bacterial assessment as well as the microscopic evaluation found strong evidence indicating that the well is heavily impacted by excessive bacterial growth, particularly by slime forming organisms. Recommendations provided by WSE to help restore unrestricted flow between the interior of the well and the aquifer include well rehabilitation involving mechanical brushing, an acid treatment to dissolve mineral scale followed by disinfection to reduce the bacterial load in the well. See **Attachment 12**, complete well profile analysis report from WSE.

MONITORING WELL CAMERA SURVEY

A down well camera survey was conducted on July 21, 2022, to further assess the condition of OW-16D2. As expected, the camera survey showed significant build-up of sediments on the well screen. In addition to the findings from the chemical and biological analysis, this provides further evidence that OW-16D2 had become compromised. See **Attachment 13**, downhole photographs of the well screen.

VAP WORK

The VAP borings were advanced to approximately 5 feet into the clay stratum that was encountered at the bottom of the aquifer. Groundwater samples were collected at 10-foot intervals from the water table to 120 feet below ground surface (bgs). Groundwater samples were submitted to Fibertec for analysis of VOCs using USEPA Test Method 8260D. A summary of the laboratory analytical results and the laboratory analytical reports were submitted to EGLE and the VOM and are included in **Attachment 14**. In summary, vinyl chloride was not detected in any of the 36 groundwater samples collected from the three VAP borings.

VAP Location No.1 was advanced next to OW-16D2 and was used to verify the zone of highest contamination for installation of new well OW-16D2R1. As stated in EGLE's May 4th letter, the zone of highest contamination is defined as, "the zone of the highest detected concentration of vinyl chloride, or if no vinyl chloride is detected, as the zone with the highest total VOCs." Laboratory analytical results from VAP Location No. 1 indicated no detections of vinyl chloride. The zone with the highest total VOCs at VAP No. 1 was the groundwater sample collected from 85 to 90 feet bgs, which consisted of 1,1 dichloroethane (2.2 ug/L), cis-1,2-dichloroethene (19 ug/L), trans-1,2-dichloroethene (1.3 ug/L), and toluene (4.7 ug/L). Toluene is not a constituent of concern associated with the Site and this constituent may be associated with the former Leaking Underground Storage Tank sites directly to the north at the intersection of Commerce Road and Main Street. In the groundwater samples collected from VAP Location No. 2, only cis-1,2-dichloroethene (1.5 ug/L) was detected at a depth of 45 to 50 feet bgs. In the groundwater samples collected from VAP Location No. 3, only toluene was detected (1.5 and 1.0 ug/L) at 15 to 20 feet bgs and 105-110 feet bgs, respectively. Again, toluene is not a constituent of concern related to the Site and is likely from another upgradient source. In summary, vinyl chloride was not detected (at or above the reporting limit of 1.0 ug/L) in any of the 36 groundwater samples collected from the three VAP borings.

NEW OBSERVATION WELLS

Observation well 16D2R1 (OW-16D2R1) was installed on May 26 and 27, 2022 and is screened at the 85 to 90 feet bgs interval based on EGLE's statements in the May 4th letter and further e-mail confirmation from Mr. Wojciechowski on May 26, 2022. See **Attachments 9 and 10**. Groundwater samples were collected from OW-16D2R1 on June 8, July 11, August 8, September 8, and October 3, 2022, and submitted to Fibertec for expedited analysis of VOCs using USEPA Test Method 8260D. Laboratory analytical results are included in **Attachment 15**. Vinyl chloride was not detected in OW-16D2R1 at or above the reporting limit of 1.0 ug/L.

A second new observation well (OW-16D2R2) was installed on July 20 and 21, 2022, and is screened at 95 to 100 feet bgs to monitor the deeper interval, and to match the well-screen depth of OW-16D2, though it was not the zone of highest contaminant concentration in VAP-1 as defined by EGLE. Groundwater samples were collected from OW-16D2R2 on August 8, September 8, and October 3, 2022, and submitted to Fibertec for expedited analysis of VOCs using USEPA Test Method 8260D. Laboratory analytical results are included in **Attachment 15**. Vinyl chloride was not detected in OW-16D2R2 at or above the reporting limit of 1.0 ug/L.

The information presented above provides additional support for ZF's and Arcadis's prior assertions that OW-16D2's connection to the groundwater in the aquifer was compromised and was not providing representative samples from the aquifer prior to redevelopment on April 1, 2022 (beginning May 2021 through March 2022). Results from the April, May, June, July, August, September, and October 2022 samples collected following the April 2022 redevelopment of OW-16D2 are consistent with, and further support our understanding that, OW-16D2 had become compromised and sample results obtained from the well prior to the redevelopment on April 1, 2022, are not reliable

because they were not representative of actual in-situ groundwater conditions. Specifically, the non-detect vinyl chloride results now for nine consecutive post-redevelopment sampling events at OW-16D2, the non-detect vinyl chloride results in the groundwater samples collected in the 36 groundwater samples from the three VAP borings, and the non-detect vinyl chloride results in the new wells (OW-16D2R1 and OW-16D2R2) next to OW-16D2, confirms that CVOCs present in groundwater in the vicinity of OW-16D2 are not degrading to vinyl chloride, which is also consistent with the sampling results throughout ZF's monitoring well network for more than 25 years. These data demonstrate that the former Kelsey-Hayes site plume is adequately defined to applicable Part 201 criteria, the existing groundwater capture and treatment system is effectively capturing and treating impacted groundwater from the Site, reducing contaminant concentration and extent, and that the remaining CVOC impacts from the Site do not represent an unacceptable risk to the VOM's drinking water wells, while ZF continues to implement its ongoing groundwater cleanup and monitoring.

Based on 21 groundwater samples collected from OW-16D2 since the April 1, 2022 redevelopment, with no detections of vinyl chloride, it has been confirmed that the vinyl chloride that had been detected in OW-16D2 prior to the redevelopment April 1, 2022 (beginning May 2021 through March 2022) was the result of stagnant anaerobic water within the well and not representative of in-situ groundwater conditions. In addition, the absence of vinyl chloride in groundwater is further confirmed by the recent non-detect vinyl chloride results obtained from 14 groundwater samples collected at VAP No. 1, five groundwater samples collected from OW-16D2R1, and three groundwater samples collected from OW-16D2R2. In addition, collectively these data are consistent with and further support ZF's Conceptual Site Model presented to EGLE in our letter dated November 23, 2021, and during the AO conference on March 31, 2022, and reinforce ZF's assertions that vinyl chloride is not present in groundwater in the vicinity of OW-16D2 and does not pose an imminent and substantial endangerment to the VOM municipal drinking water system.

MONITORING PLAN

This monitoring plan has been developed to collect samples from OW-16D2R1 and OW-16D2R2 (the "Observation Wells") and compare the sampling results to applicable Part 201 criteria for vinyl chloride in drinking water (2.0 ug/L or current Part 201 promulgated value) and collect additional samples from the Observation Well(s) as needed. The Observation Wells will be sampled on a monthly frequency for the 6 months following approval of this Technical Report by EGLE, for the analysis of VOCs using USEPA method 8260D. Laboratory analysis of the samples collected each month will be completed on a standard turnaround time. The laboratory analytical results from the sampling of the Observation Wells will be provided to EGLE and the VOM within 4 business days of receiving the results from the laboratory. If the result from either Observation Well shows vinyl chloride at concentrations that exceed the applicable DW criteria, ZF will notify EGLE and the VOM within 1 business day of receiving the result from the laboratory and the Observation Well(s) will be resampled within 4 business days, and again within 8 business days, of receiving the first sample result showing vinyl chloride above the applicable DW criteria. Laboratory analysis of the verification samples will be completed with expedited laboratory turnaround time. If the verification sampling results from the Observation Well(s) also show vinyl chloride at concentrations that exceed the applicable DW criteria, then the Contingency Plan set forth below will be implemented. If the verification samples from the Observation Well(s) do not show vinyl chloride at concentrations exceeding the applicable DW criteria, then ZF will resume monthly sampling. If vinyl chloride is not detected above applicable DW criteria during any consecutive six-month period, then the sampling frequency of the Observation Wells will be reduced to quarterly for 1 year. If vinyl chloride is not detected above applicable DW criteria for 1 year, then the sampling frequency of the Observation Wells will be reduced to semi-annually, which is consistent with the current site-wide monitoring program for the Site.

CONTINGENCY PLAN

This Contingency Plan has been developed to describe the actions that will be implemented if vinyl chloride above the applicable DW criteria is verified in the Observation Well(s) pursuant to the process set forth in the monitoring plan included above.

ZF will continue to work with the EGLE, Drinking Water and Environmental Health Division – Warren District Office (DWEHD – WDO) to complete the currently ongoing Act 399 construction permit review process, including submittal of any updated supporting plans and specifications that describe the work necessary to implement the treatment system set forth in ZF's Act 399 permit application. ZF will coordinate with EGLE on the permit review process in parallel with the process of withdrawing and replacing the AO, so that a complete Act 399 permit package can be reviewed by EGLE, and a construction permit ("Permit") can be issued to the Village of Milford. The Permit will clearly state that any material or equipment procurement, or construction activities, will only commence when triggered by the events set forth in this Contingency Plan. If the Permit requirements are not triggered under this Contingency Plan within 2 years of the date of issuance of the Permit, and the first extension period (to be limited to an additional 2 years), then ZF may request that EGLE remove the requirement to have an active, issued, Act 399 Permit as part of its Contingency Plan. To support its request, ZF shall present data showing that vinyl chloride above the applicable DW criteria has not been identified in the Observation Well(s) and there is no imminent and substantial threat to the Village of Milford water supply.

If the verification sampling results from the Observation Well(s) show vinyl chloride at concentrations that exceed the applicable DW criteria, then an initial evaluation of the condition of the Observation Well(s) will be conducted within 1 business day, to determine if the Observation Wells are functioning properly. Initial evaluation will specifically involve evaluation of the drawdown within the Observation Well(s) under low-flow purging rates (100 to 150 milliliters per minute). If the well is unable to sustain low-flow purging rates without significant draw-down, or if the total amount of water purged from the well is similar to the volume of standing water measured in the well before purging, then stagnant water conditions likely exist and one or both of the Observation Wells may be compromised and not rendering sampling results representative of actual aquifer conditions. Based on the information obtained during the initial evaluation, one or both of the Observation Wells may require rehabilitation or replacement.

If an Observation Well is determined to be compromised, ZF will prepare a plan to rehabilitate or replace the well and submit it to EGLE for review within 5 business days. Rehabilitation measures may include surging/pumping, jetting, air lifting, mechanical scrubbing, and injecting approved additives into the Observation Well(s). It is expected that these rehabilitation measures could be performed within 2 weeks, subject to EGLE approvals, and contractor and equipment availability. If replacement of an Observation Well is necessary, it is anticipated that drilling a new well could be completed within 1 month, subject to EGLE approvals, and contractor and equipment availability. Once an Observation Well is rehabilitated or replaced, the Observation Well will be resampled/sampled in one week (per EGLE guidelines) with expedited laboratory analysis. ZF will provide EGLE with the results of the resampling/sampling within 1 business day of receipt from the laboratory.

If the Observation Well is determined to be functioning properly after rehabilitation, ZF will resample the Observation Well 1 more time within 1 business day of that determination, with expedited laboratory analysis. ZF will provide EGLE the results of the resampling within 1 business day of receipt from the laboratory.

If the Observation Well has been rehabilitated or a replacement well has been installed and the resampling/sampling results show vinyl chloride in excess of applicable DW criteria, then ZF will meet with EGLE and the VOM within 5

business days to coordinate implementation of the treatment system set forth in the Permit. Activities to implement the Permit include:

- Place equipment purchase orders 5 days after confirmation of a detection of vinyl chloride greater than DW criteria in the Observation Well(s) referenced in the Monitoring Plan;
- Release bid package for contractor consideration 2 weeks after confirmation of a detection of vinyl chloride greater than DW criteria in the Observation Well(s) referenced in the Monitoring Plan;
- Award project 30 days after release of bid package.

A more detailed schedule will be created and provided to EGLE and the VOM after the project is awarded and equipment delivery timing is confirmed.

At any point, ZF may conduct additional investigation activities, including but not limited to additional sampling, groundwater flow and transport modeling, and forensic analysis to further evaluate the source of any vinyl chloride that could potentially be detected in groundwater at the Observation Wells at concentrations above applicable DW criteria. ZF would notify EGLE of its intent to collect and analyze such data, and present the data, methodologies, and determinations to EGLE. If it is determined that the former Kelsey-Hayes site is not a valid potential source of vinyl chloride in the area of the Observation Wells, ZF may submit a request to EGLE to discontinue this Contingency Plan. ZF may also elect to evaluate whether there are alternative, equally protective, groundwater treatment technologies that have become available and propose any such technologies to EGLE and VOM for approval in place of the treatment system described in the Act 399 Permit. This Contingency Plan may be modified, amended, or terminated upon the written consent and approval of ZF, EGLE and the VOM.

This Contingency Plan is protective of public health for the following reasons:

- The previous vinyl chloride detections above DW criteria at OW-16D2 have been shown to be a result of stagnant anaerobic water within a compromised and malfunctioning monitoring well, not representative of the groundwater conditions, and no other wells or VAP borings in the vicinity have ever yielded vinyl chloride detections.
- Previous detections of vinyl chloride within the compromised OW-16D2 at concentrations ranging from 1.2 to 3.5 ug/L from May 2021 through March 2022 did not result in a detectable concentration of vinyl chloride in any other wells, including the VOM drinking water wells (vinyl chloride has never been detected at any time in the VOM drinking water wells).
- The existing VOM iron removal plant is estimated to have a 50% removal efficiency for vinyl chloride, affording current safeguards against vinyl chloride concentrations exceeding DW criteria in the water being supplied by the VOM drinking water wells.
- Should drinking water monitoring data indicate the presence of vinyl chloride or other VOCs in the Village of Milford drinking water at levels exceeding the maximum contaminant level (MCL), ZF shall immediately and fully cooperate with the Village of Milford and EGLE to provide for interim response measures to mitigate injury to public health. If the provision of alternate water supply (such as bottled water) is necessary to mitigate injury to public health, ZF shall immediately provide it to all Village of Milford drinking water customers until such time that other interim response measures are effectively implemented to mitigate the injury to public health. All actions will be evaluated and implemented in close cooperation with the VOM and EGLE.

Enclosures: Figures and Attachments

Figures

- 1 - Site Layout Map
- 2 - Cross Section

Attachments

- 1 - Trend Graphs – Select Observation Wells
- 2 - November 23, 2021 ZF Response to EGLE ResAP Request
- 3 - Select Laboratory Analytical Results Summary Table – OW-16D2
- 4 - Summary Tables - Laboratory Analytical Results and Field Parameters (OW-16D2) and Upgradient Wells
- 5 - April 8, 2022 ZF Letter to EGLE
- 6 - Select Laboratory Analytical Results Summary Table (April 2022) – OW-16D2
- 7 - April 13, 2022 ZF Letter to EGLE
- 8 - April 14, EGLE Letter (Response to ZF)
- 9 - Progress Report No. 1
- 10 - Electronic Mail Confirmation from Mr. Wojciechowski on May 26, 2022
- 11 - Laboratory Analytical Reports – OW-16D2 since Redevelopment - **Revised – Added Lab Reports**
- 12 - Well Profile Analysis Report - Chemical and Biological (OW-16D2)
- 13 - Photographs of OW-16D2 - **Revised - Added a Photograph**
- 14 - Summary of Results and Laboratory Analytical Reports – Vertical Aquifer Profile Borings
- 15 - Laboratory Analytical Reports (June through October 2022) - **Revised – Added Lab Reports**
- 16 - Additional Technical Information (In response to the September 22, 2022 Email from EGLE)

Property Legal Description

T2N, R7E, SEC 10 PHELP'S ADD LOT 1 TO 4 INCL & PART OF LOTS 5 TO 8 INCL BLK 23, ALSO LOTS 6 TO 9 INCL & PART OF LOTS 5 & LOTS 10 TO 14 INCL BLK 24, ALSO PART OF LOTS 7 TO 12 INCL BLK 27, ALSO PART OF UNNUMBERED BLK LYING ELY OF BLK 24, ALSO PART OF THE MILL POND & VAC OAK, DETROIT & WATER STREETS ALL DESC AS BEG AT INTER OF N LINE OF COMMERCE ST & WLY LINE OF C & O RRR/W, TH S 87-42-12 W 192.73 FT, TH N 02-28-21 W 297 FT, TH S 87-42-12 W 200.09 FT, TH N 02-52-33 W 197.02 FT, TH S 87-42-12 W 55.65 FT, TH N 02-46-52 W 557.89 FT, TH N 89-17-21 E 300.01 FT, TH S 05-26-22 E 248.35 FT, TH ALG CURVE TO LEFT, RAD 2914.93 FT, CHORD BEARS S 10-39-38 E 530.51 FT, DIST OF 531.25 FT, TH S 15-52-54 E 278.52 FT TO BEG 8-09-06 CORR