

CITY OF ANN ARBOR
SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into this ___ day of _____, 2020, between the City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St., Ann Arbor, Michigan, 48104, and Gelman Sciences, Inc., a Michigan Corporation, with offices at 642 South Wagner Road, Ann Arbor, Michigan, 48103.

I. GENERAL PROVISIONS

- A. Compromise of Claims/Consideration. Except as otherwise expressly provided herein, the City and Gelman (collectively, the “Parties”) acknowledge that this Settlement Agreement is a compromise, among other things, of all Claims made by the City, including Claims for Intervention, in *Attorney General v. Gelman Sciences*, Case No. 88-34734-CE (Washtenaw Cty. Cir. Ct.) (the “State Enforcement Action”) and that these compromises, the Order of Dismissal and the Continuing Rights provided therein, and other valuable consideration, and the commitments reflected herein, provide the consideration for the Parties’ entry into this Settlement Agreement.
- B. Effect of Settlement. The Parties recognize that this Settlement Agreement is a compromise of disputed Claims and defenses. By entering into this Settlement Agreement, neither Party admits any fault or liability under any statutory or common law, and does not waive any rights, claims, or defenses with respect to any person except as otherwise provided herein. By entering into this Settlement Agreement, neither Party admits the validity or factual basis of any of the positions or defenses asserted by the other Party. The Settlement Agreement and the compromises reflected herein shall have no *res judicata* effect and shall not be

admissible as evidence in any other proceeding, except in a proceeding between the Parties seeking enforcement of this Agreement.

- C. Parties Bound. This Settlement Agreement applies to and is binding upon and inures to the benefit of the City, Gelman, and their successors and assigns. This Settlement Agreement shall inure to the benefit of and be binding upon the successors and assigns, if any, of Gelman to its obligations and rights under the Fourth Amended and Restated Consent Judgment entered into in the State Enforcement Action (as may be amended) (the “Consent Judgment”).

II. DEFINITIONS

The following terms, when capitalized in this Agreement, shall have the meanings specified in this Section II.

- A. 2006 City Settlement Agreement means the November 2006 Settlement Agreement between the City and Gelman.
- B. 2014 NPDES Permit means Gelman’s National Pollutant Discharge Elimination System Permit No. MI 0048453, dated October 1, 2014.
- C. City means the City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St., Ann Arbor, Michigan, 48104, and includes its City Administrator, Administrative Units, and Council, all as defined in the City Charter, and all acting in their official capacity.
- D. Claims means any claim, allegation, demand, order, directive, action, suit, cause of action, counterclaim, cross-claim, third-party action, administrative proceeding, arbitration or mediation demand, or demand for Intervention, whether at law or in equity, and whether sounding in tort, equity, nuisance, trespass, negligence, contract, third-party beneficiary, strict liability, statutory, regulatory, administrative, judicial court rule, or common law, cause of action of any sort, asserted and unasserted, known and unknown, anticipated and

unanticipated, past, present, and future of any nature whatsoever, including, without limitation, any and all claims for statutory, injunctive, declaratory, or administrative relief, contribution, indemnification, reimbursement, Response Costs, Response Activity Costs, loss in the value of property, damages, expenses, penalties, costs, liens, or attorney/expert fees.

- E. Consent Judgment means the Fourth Amended and Restated Consent Judgment, as may be amended, entered in the State Enforcement Action.
- F. Gelman means Gelman Sciences, Inc., a Michigan Corporation with offices at 642 South Wagner Road, Ann Arbor, Michigan, 48103, its successors and assigns, including the successors and assigns, if any, to Gelman's obligations and rights under the Consent Judgment.
- G. Gelman Property has the same meaning as the definition of that term in Section III.I of the Consent Judgment.
- H. Gelman Remediation means the Remedial Action described in the Consent Judgment, associated court orders, and EGLE-approved work plans.
- I. Hazardous Substances has the same definition as that term in Section 20101(1)(x) of NREPA, MCL 324.20101(1)(x), but, without affecting the scope of the 2006 City Settlement Agreement, does not for purposes of this Settlement Agreement include Perfluorononanoic Acid (PFNA), Perfluorooctanoic Acid (PFOA), Perfluorooctanoic Sulfonic Acid (PFOS), Perfluorohexane Sulfonic Acid (PFHxS), Hexafluoropropylene Oxide Dimer Acid (HFPO-DA), Perfluorobutane Sulfonic Acid (PFBS), and Perfluorohexanoic Acid (PFHxA).
- J. Intervention means Claims seeking to intervene as a party or participant in an existing lawsuit, judicial or administrative proceeding, or arbitration, including without limitation, Claims under MCR 2.209(A) or (B), MCL 324.20137(8), Federal Rule of Civil Procedure 24, or 42 U.S.C. § 9613(i).

- K. Mobile Treatment Unit means Gelman’s 200 gpm mobile water treatment system that uses ozone/hydrogen peroxide treatment technology (including necessary chemical storage) that, subject to necessary approvals, will be used to treat groundwater extracted from the Parklake Extraction Well as described in Section V.A.3.f.ii of the Consent Judgment.
- L. Order of Dismissal means the Stipulated Order attached as Exhibit 1.
- M. Parklake Parcel means the City-owned parcel(s) at the corner of Jackson Road and Parklake Street, as generally depicted in the map attached as Exhibit 2.
- N. Prohibition Zone means the area within which groundwater use is restricted pursuant to Consent Judgment Section V.A.2, the boundaries of which are as depicted on the map attached as Exhibit 3, as may be amended pursuant to the Consent Judgment and subject to the Continuing Rights set forth in the Order of Dismissal.
- O. Release has the same meaning as the definition of that term in Section 20101(1)(pp) of NREPA, MCL 324.20101(1)(pp).
- P. Remedial Action has the same meaning as the definition of that term in Section 20101(1)(qq) of NREPA, MCL 324.20101(1)(qq).
- Q. Response Activity(ies) has the same meaning as the definition of that term in Section 20101(1)(vv) of NREPA, MCL 324.20101(1)(vv).
- R. Response Activity Costs has the same meaning as the definition of that term in Section 20101(1)(ww) of NREPA, MCL 324.20101(1)(ww).
- S. Response Costs has the same meaning as the definition of that term in 42 U.S.C. 9607(a).
- T. Summary of Restrictions means the list of restrictions on the use of groundwater within the Prohibition Zone set forth in Section V.B.2 (a)-(d) of the Consent Judgment.
- U. USEPA means the United States Environmental Protection Agency.

III. DISMISSAL OF INTERVENTION; ENTRY OF CONSENT JUDGMENT

- A. Dismissal of Intervention. Upon execution of this Agreement, the City and Gelman shall promptly execute the Order of Dismissal. Each Party shall, at its own expense, take appropriate actions on its behalf to seek entry of the Order of Dismissal.
- B. Entry of Consent Judgment. Upon execution of this Agreement, the City and Gelman shall each at its expense, and in coordination with EGLE, take appropriate actions on its behalf to seek entry of the Consent Judgment.

IV. RELEASE OF CLAIMS

- A. City Release. Except as provided in Paragraph IV.B, below, the City hereby irrevocably and unconditionally forever waives, releases, relinquishes, acquits, covenants not to sue, and discharges, Gelman, its predecessors, its parent corporation, Pall Corporation and its parent corporation, their subsidiaries and affiliates, and their respective current and former partners, venturers, stockholders, directors, managers, officers, legal representatives, agents, employees, successors, and assigns (collectively, the “Released Parties”) from any and all Claims that it may now or in the future have against the Released Parties in connection with the Covered Matters. Covered Matters are defined as:
 - 1. All Claims arising directly or indirectly from Hazardous Substances, including but not limited to 1,4-Dioxane, in soil, groundwater, air, and surface water present at or emanating or migrating from the Gelman Property at any concentration now or in the future that was originally Released, disposed or discharged to and/or from the Gelman Property prior to the Effective Date of this Agreement and any future Releases or discharges of any Hazardous Substances, including without limitation 1,4-Dioxane, pursuant to and in compliance with any NPDES permit issued to

Gelman (collectively “Contamination”), including, without limitation, all Claims that were or could have been raised or asserted in the State Enforcement Action.

2. Subject to the City’s “Continuing Rights” under the Order of Dismissal all Claims for Intervention in connection with Contamination.
3. Subject to the City’s “Continuing Rights” under the Order of Dismissal, all Claims past, present and future, for civil fines, penalties and costs arising directly or indirectly from Hazardous Substances Released before the Effective Date of this Agreement and any future discharges of any Hazardous Substances, including without limitation 1,4-Dioxane, pursuant to and in compliance with any NPDES permit issued to Gelman.

B. Exceptions and Reservation of Rights. Notwithstanding Paragraphs IV.A. 1 and 3, above, and to the extent not already released pursuant to the 2006 City Settlement Agreement, the City reserves, and this Agreement is without prejudice to, its rights:

1. To petition, sue, or otherwise proceed against Gelman, with respect to enforcement of this Agreement and the Order of Dismissal; and
2. To take actions and to assert any Claims and to exercise any rights reserved to the City under Paragraphs IV.B. 2 and 3 of the 2006 City Settlement Agreement, provided, however, that:
 - a. The reservation of Claims under this subparagraph shall not apply to any Claims that arose prior to the Effective Date of this Agreement;
 - b. The definition of “Prohibition Zone” in this Agreement shall be used in place of the corresponding definition in the 2006 City Settlement Agreement;
 - c. The data that will be used for purposes of determining what constitutes “New Contamination” and an “unforeseen change in the migration pathway of a

Known Plume” in Paragraphs IV.B.2 and 3 of the 2006 City Settlement Agreement shall include all data obtained through the Effective Date of this Agreement and any data obtained from the new monitoring wells listed in the Consent Judgment and any other monitoring wells installed as a direct result of the data obtained from the listed monitoring wells. In addition, with respect to New Contamination, this exception/reservation shall not include Claims that could have been brought as part of the City’s Claims in the State Enforcement Action in addition to Claims that could have been brought in the “State Lawsuit” or “Federal Lawsuit” as defined in the 2006 City Settlement Agreement; and

- d. This exception/reservation shall not include any Claims arising from the costs of investigating appropriate locations for, installing, and monitoring the sentinel wells described in the March 27, 2020 “Sentinel Monitoring Well Location Report” prepared by Tetra Tech for the City.
3. To take actions and to assert any Claims and to exercise any rights reserved to the City under Paragraphs IV.B.1, 4, 5, 6, or 7 of the 2006 City Settlement Agreement provided however the reservation of Claims under this subparagraph shall not apply to any Claims that arose prior to the Effective Date of this Agreement.
 4. Notwithstanding the above, the Claims reserved under this Paragraph IV.B do not include Claims for Intervention.

V. COOPERATION AND COORDINATION

- A. Access. Pursuant to license and access agreements attached as Exhibit 4, the City shall, at no cost to Gelman, provide Gelman with access to the Parklake Parcel to locate, install, operate and maintain the Parklake Extraction Well (including one or more soil borings to determine

proper location for the Parklake Extraction Well) described in Section V.A.3.f.ii of the Consent Judgment and to locate, operate, and maintain the Mobile Treatment Unit, and related infrastructure, for purposes of treating the groundwater extracted by the Parklake Extraction Well before discharge to the First Sister Lake pursuant to an NPDES permit, including all reasonably necessary rights of ingress and egress. The City will not charge Gelman annual license fees, but will charge and Gelman agrees to pay the City's applicable license application and review fees, which cover necessary Engineering review, and will obtain and pay for all other permits required for installation and operation of the Parklake Extraction Well and Mobile Treatment Unit.

- B. Access to Information/Records. Upon written request from Gelman, the City shall promptly provide Gelman with information and records in its possession or control that are necessary to assist Gelman's preparation of specifically identified and described work plans, reports, and engineering plans in connection with EGLE-approved Response Activities related to the Consent Judgment, including without limitation, the Well Identification Plan, Municipal Water Connection Contingency Plans, and the Downgradient Investigation described in Consent Judgment Sections V.A.2.h, V.A.2.j, V.B.3.e, and V.A.5.f, respectively. Such records include, but may not be limited to, studies and other data related to the City water treatment facilities, the elevations and hydraulic capacity of water mains, drains, and storm and sanitary sewers, and digital drawings of utilities/infrastructure including water and sewer mains and connections. If they are available, the format of such digital drawings shall be AutoCad compatible. If AutoCad files are not available, the requested drawings shall be provided as PDF files. If no digital files are available, Gelman shall be provided physical access to hardcopies of drawings and the ability to copy those drawings or documents. The City may require Gelman and/or its representatives to execute and comply with appropriate

confidentiality agreements as a condition to providing records and information exempted from disclosure under Section 13(1)(y) of the Michigan Freedom of Information Act (MCL 15.243(1)(y)), and Gelman agrees to comply with, and agrees to require its agents and contractors to comply with, the terms of said confidentiality agreements.

- C. Cooperation with Gelman Remediation. Consistent with, subject to, and without diminishing the City's Continuing Rights under the Order of Dismissal, the City shall cooperate with the Gelman Remediation and Gelman's implementation of the Consent Judgment, including the institutional control-based remedy for the Eastern Area and the non-expansion objective for the Western Area described in Consent Judgment Sections V.A.2 and V.B.1, respectively, and all related EGLE-approved plans. As part of this cooperation, on the City's public webpage that includes the City's zoning maps, or other appropriate webpage, the City shall maintain a hyperlink that directs the visitor to the portion of EGLE's Gelman Sciences website that identifies the extent of the Prohibition Zone and the Summary of Restrictions. Finally, the City's cooperation shall also include not soliciting USEPA and/or the Governor to ask USEPA to take a role with regard to the Gelman Sciences Site and/or to have the Site listed on the National Priorities List.
- D. Future Wetlands and NPDES Permits. The City's entry into this Settlement Agreement shall constitute evidence of its approval of and support for EGLE's issuance of wetlands permit(s), NPDES permits, and the renewal of the 2014 NPDES Permit as reasonably necessary to implement the Gelman Remediation, provided that Gelman satisfies all legal requirements for such permits. Gelman may present this Settlement Agreement to EGLE as evidence of the City's support for the above-described permit(s).
- E. Solicitation of USEPA. If the City, contrary to Paragraph V.C, above, solicits USEPA and/or the Governor to ask USEPA to take a role with regard to the Gelman Sciences Site and/or to

have the Site listed on the National Priorities List, the City's Continuing Rights shall terminate as provided in the Order of Dismissal, and, to the extent the Contingent Payment described in Section VI.B of the 2006 City Settlement Agreement is ever triggered, the Contingent Payment shall be reduced by One Million Dollars (\$1,000,000.00) and the reduced amount shall be used to determine the Escalator Payment/Amount under Paragraph VI.B.3.

VI. MISCELLANEOUS

- A. Severability. The provisions of this Agreement shall be severable. Should any provision be declared by a court of competent jurisdiction to be inconsistent with federal or state law, and therefore unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- B. Warranties. The Parties each represent and warrant that:
1. The execution and delivery of this Agreement has been duly and validly authorized and approved by all requisite action required under applicable law and that no further action is necessary to make this Agreement valid and binding.
 2. Each is fully authorized to enter into this Agreement and is duly organized and validly existing in good standing under the laws of one of the states of the United States of America.
 3. Each has taken all necessary governmental, corporate, and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary.

4. The making and performance of this Agreement will not, to the knowledge of either of the Parties, violate any provision of law or of their respective articles of incorporation, charter, or by-laws.
 5. Knowledgeable officials, officers, employees and/or agents of each Party have read this entire Agreement and know the contents hereof and that the terms of the Agreement are contractual and not merely recitals. Each Party has authorized this Agreement to be signed of its own free act, and, in making this Agreement, each has obtained the advice of legal counsel.
- C. Signatories. Each person executing this Agreement warrants that he or she has the authority and power to execute this Agreement from the Party on whose behalf he or she is executing.
- D. Change of Circumstances. Each Party to this Agreement acknowledges that it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of this Agreement. The Parties each expressly accept and assume the risk of such possible difference in facts and agree that this Agreement shall be and remain effective notwithstanding such difference in facts.
- E. No Rights to Non-Parties. Except as expressly provided herein, this Agreement is intended to confer rights and benefits only upon the City and Gelman, and is not intended to confer any right or benefit upon any other person or entity. Except as expressly provided herein, no person or entity other than Gelman and the City shall have any legally enforceable right under this Agreement.
- F. Arms-Length Negotiations. This Agreement is the product of arms-length negotiations, and the language in all parts of this Agreement shall be construed as a whole according to its meaning, and not strictly for or against any Party. The Parties hereto agree that this Agreement shall not

be construed according to any special rules of construction applicable to contracts of adhesion and/or insurance contracts.

- G. Modification. This Agreement may not be modified in whole or in part except by written agreement signed by the City and Gelman.
- H. Headings. The headings used in this Agreement are for convenience only and shall not be used to construe the provisions of this Agreement.
- I. Cooperation. The City and Gelman shall execute promptly any and all voluntary dismissals, stipulations, supplemental agreements, releases, affidavits, waivers, and other documents of any nature or kind which the other Party may reasonably require in order to implement the provisions or objectives of this Agreement.
- J. No Representations. The Parties represent and agree that in executing this Agreement they do not rely and have not relied upon any representation or statement made by any other Party or by any other person or entity released herein with regard to the subject matter, basis, or effect of this Agreement, or otherwise, which is not specifically set forth herein.
- K. Entire Agreement. Except for the 2006 City Settlement Agreement and related license agreements for access to City property and rights of way, this Agreement represents the entire understanding of the City and Gelman, and this Agreement shall supersede and control any and all prior communications, correspondence, and memorialization of agreement or prior communication between the City and Gelman or their representatives relative to the matters contained herein.
- L. Counterpart Signatures. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument and agreement.

- M. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed under the law of the State of Michigan and the law of the United States without regard to Michigan's conflict of laws principles.
- N. No Waiver. The failure of any of the Parties to exercise any power given such Party hereunder or to insist upon strict compliance by any Party with its obligations under this Agreement, and no custom or practice of the Parties at variance with the terms of this Agreement shall constitute a waiver of the Parties' right to demand exact compliance with the terms hereof.
- O. Effective Date. The Effective Date of this Agreement shall be on the date the later of the following two events occur: (i) the Order of Dismissal specified in Section III is entered; and (ii) the Consent Judgment is entered. This Agreement shall be effective only if both the Order of Dismissal specified in Section III and Consent Judgment are entered.
- P. Enforcement. The Parties agree that the Washtenaw County Circuit Court and the United States District Court for the Eastern District of Michigan each may retain jurisdiction to enforce the terms of this Agreement as appropriate.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, the Parties have executed this Agreement, consisting of fourteen (14) pages plus Exhibits 1 - 4, by their duly authorized representatives as set forth below.

City of Ann Arbor

Gelman Sciences, Inc.,

By: Christopher Taylor
Its: Mayor

By:
Its:

By: Jaqueline Beaudry
Its: City Clerk

City Administrator

Stephen K. Postema,
City Attorney
for the City of Ann Arbor

Michael L. Caldwell,
Zausmer, PC
Counsel for Gelman Sciences, Inc.

Fredrick J. Dindoffer,
Bodman PLC
Counsel for the City of Ann Arbor

EXHIBIT 1 TO CITY SETTLEMENT AGREEMENT

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

ATTORNEY GENERAL FOR THE
STATE OF MICHIGAN, *ex rel.* MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENT,

File No. 88-34734-CE
Hon. Timothy P. Connors

Plaintiff,

and

CITY OF ANN ARBOR, WASHTENAW COUNTY,
WASHTENAW COUNTY HEALTH
DEPARTMENT, WASHTENAW COUNTY
HEALTH OFFICER ELLEN RABINOWITZ, in her
official capacity, the HURON RIVER WATERSHED
COUNCIL, and SCIO TOWNSHIP,

STIPULATED ORDER

Intervening Plaintiffs,

-v-

GELMAN SCIENCES, INC., a Michigan Corporation

Defendant.

MICHIGAN DEPT. OF ATTORNEY
GENERAL
By: Brian J. Negele (P41846)
Lansing, Michigan 48909
(517) 335-7664
negeleb@michigan.gov
Attorneys for EGLE

ZAUSMER, PC
By: Michael L. Caldwell (P40554)
32255 Northwestern Hwy., Suite 225
Farmington Hills, Michigan 48334
(248) 851-4111
mcaldwell@zausmer.com
Attorney for Gelman Sciences, Inc.

BODMAN PLC
By: Fredrick J. Dindoffer (P31398)
Nathan D. Dupes (P75454)
1901 St. Antoine, 6th Floor
Detroit, Michigan 48226
(313) 259-7777
ndupes@bodmanlaw.com
Attorneys for the City of Ann Arbor

DAVIS BURKET SAVAGE LISTMAN
TAYLOR
By: Robert Charles Davis (P40155)
10 S. Main Street, Suite 401
Mt. Clemens, Michigan 48043
(586) 469-4300
Rdavis@dbsattorneys.com
Attorneys for Washtenaw County entities

HOOVER HATHAWAY, PC
By: Bruce Wallace (P24148)
William J. Stapleton (P38339)
126 S. Main Street
Ann Arbor, Michigan 48104
(734) 662-4426
bwallace@hooperhathaway.com
Attorneys for Scio Township

ANN ARBOR CITY ATTORNEY'S OFFICE
By: Stephen K. Postema (P38871)
301 E. Huron, Third Floor
Ann Arbor, Michigan 48107
(734) 794-6170
spostema@a2gov.org
Attorneys for the City of Ann Arbor

GREAT LAKES ENVIRONMENTAL LAW
CENTER
By: Noah Hall (P66735)
Erin Mette (P83199)
4444 2nd Avenue
Detroit, Michigan 48201
(313) 782-3372
noah.hall@glelc.org
Attorneys for Huron River Watershed Council

STIPULATED ORDER

At a session of said Court
held in the City of Ann Arbor, County of Washtenaw
on _____
PRESENT _____
Circuit Court Judge

Washtenaw County, Washtenaw County Health Department, Washtenaw County Health Officer, the City of Ann Arbor, and Scio Township and the Huron River Watershed Council having filed their Motions for Intervention in this matter, this Court having entered orders dated January 18, 2017 Granting Motions to Intervene of the City of Ann Arbor, Washtenaw County, and the Huron River Watershed Council, and February 6, 2017 Granting Scio Township's Motion to Intervene, the parties having engaged in productive settlement negotiations regarding the

requirements of a revised Consent Judgment, the Court having entered the Fourth Amended and Restated Consent Judgment, and the Court being further advised in the premises:

IT IS HEREBY ORDERED that the Motions for Intervention filed by Washtenaw County, Washtenaw County Health Department, Washtenaw County Health Officer, currently Jimena Loveluck, in her official capacity, the City of Ann Arbor, and Scio Township (collectively, the “Local Governments”) and the Huron River Watershed Council (“HRWC”) (the Local Governments and HRWC collectively, the “Intervenors”) and all related complaints, claims, causes of action, and court filings (the “Intervention”) are dismissed, with prejudice, subject to paragraphs A and B, below, which provide the Local Governments certain continuing rights and involvement in this matter (“Continuing Rights”):

A. The Intervenors shall not be parties to the Fourth Amended and Restated Consent Judgment (“Consent Judgment”) entered contemporaneously with this Order or have any other role or rights with respect to implementation of the Consent Judgment other than as described in this Order. However, in light of both the Local Governments’ interest on behalf of their citizens in the effective implementation of the Consent Judgment and Plaintiff Michigan Department of Environment, Great Lakes, and Energy’s (“EGLE”) constitutional and statutory role as the sole regulatory agency responsible for enforcing the terms of the Consent Judgment, the Local Governments shall have continuing, but limited, involvement in connection with the implementation of the Consent Judgment, as described below:

1. Termination of Response Activities. Before terminating or significantly reducing the response activities described in Consent Judgment Sections V.A.3.f (Evergreen/Parklake), V.A.9 (Wagner Road), V.C.1 (Termination of Groundwater Systems), and VI.C.1–4 (Gelman Property Source Control):

a. Defendant shall provide each of the Local Governments with its analysis supporting its position that the relevant response activity can be terminated or significantly reduced under the criteria listed in those Consent Judgment Sections when Defendant provides that analysis to EGLE;

b. EGLE shall consult with the Local Governments and consider in good faith their comments and concerns with respect to the proposed termination/reduction of the response activities;

c. After such consultation, EGLE shall provide each of the Local Governments with its written response to Defendant's analysis when it provides that response to Defendant; and

d. Any Local Government may invoke dispute resolution under Paragraph B of this Order if it disagrees with EGLE's response and may fully participate in any dispute resolution process invoked by Defendant under Consent Judgment Section XVI.

2. Prohibition Zone Boundary Modification. With regard to modification of the boundaries of the Prohibition Zone established by Consent Judgment Section V.A.2 under either Sections V.A.2.f (Prohibition Zone Expansion) or V.A.6 (Prohibition Zone Boundary Review):

a. The Parties shall provide each Local Government with all court filings filed pursuant to Sections V.A.2.f and/or V.A.6;

b. EGLE shall consult with the Local Governments and consider in good faith their comments and concerns with respect to the proposed modification of the Prohibition Zone boundaries prior to filing any such filings with the Court; and

c. Any Local Government may invoke dispute resolution under Paragraph B of this Order if it disagrees with EGLE's position taken in such court proceedings and may fully

participate in any dispute resolution process invoked by Defendant under Consent Judgment Section XVI.

3. Modification of Termination or Cleanup Criteria. With regard to modification of the termination or cleanup criteria under Section V.C:

a. Defendant shall provide the Local Governments with any proposal prepared pursuant to Section V.C.2.b when it provides the proposal to EGLE, together with all supporting documentation;

b. EGLE shall consult with the Local Governments and consider in good faith their comments and concerns with respect to the proposed modification of the termination or cleanup criteria;

c. Following such consultation, EGLE shall provide its response to Defendant's proposal when it provides the response to Defendant;

d. Any Local Government may invoke the dispute resolution procedures described in Paragraph B of this Order if it disagrees with EGLE's position. Moreover, any Local Government may fully participate in any dispute resolution process initiated by Defendant under Consent Judgment Section XVI; and

e. If Defendant invokes the procedures set forth in Consent Judgment Section V.C.3:

i. EGLE shall consult with the Local Governments with respect to selection of its panel member under Section V.C.3.a;

ii. The Local Governments may provide the scientific advisory panel with any submissions requested by the panel under Section V.C.3.b;

iii. EGLE shall provide their response to the scientific advisory panel's

recommendations when it provides said response to Defendant pursuant to Section V.C.3.c; and

iv. Any Local Government may invoke the dispute resolution procedures described in Paragraph B of this Order if it disagrees with EGLE's position and may fully participate in any dispute resolution process invoked by Defendant under Consent Judgment Sections V.C.3.c and XVI.

4. Termination of Post-Termination Monitoring. With regard to termination of post-termination monitoring under Consent Judgment Section V.D:

a. Defendant shall provide a copy of any request to terminate post-termination monitoring under V.D to the Local Governments when it submits its request to EGLE;

b. EGLE shall consult with the Local Governments and consider in good faith their comments and concerns with respect to the proposed termination of the post-termination monitoring;

c. Following such consultation, EGLE shall provide its written response to any request to terminate post-termination monitoring under V.D to the Local Governments when it provides the response to Defendant; and

d. Any Local Government may invoke dispute resolution under Paragraph B of this Order if it disagrees with EGLE's response and may fully participate in any dispute resolution process invoked by Defendant under Consent Judgment Section XVI.

5. Groundwater-Surface Water Work Plans. To the extent Defendant is required to submit a work plan(s) describing Response Activities and/or evaluations to be implemented/undertaken to address any area where groundwater is venting to surface water in concentrations that exceed the Generic GSI Criterion with respect to either the Eastern Area or Western Area, EGLE shall consult with the Local Governments and consider in good faith their

comments and concerns with respect to the adequacy of the proposed Response Activities and/or evaluations.

6. Modification of the Consent Judgment. Consent Judgment Sections V.A.3.f (Evergreen/Maple/Parklake), V.A.4 (Verification Monitoring-Eastern Area), V.A.9 (Wagner Road), V.B.4.a - b (Compliance Determination-Western Area), V.C.1 (Termination of Groundwater Systems), VI.C.1-4 (Gelman Property Response Activities), V.A.2.f (Prohibition Zone expansion) and V.A.6 (Prohibition Zone Boundary Review), V.C.2 (Modification of Cleanup Criteria), V.D (Termination of Post-Termination Monitoring), and XXV (Certification and Termination), with respect to which the Local Governments have a continuing role, may not be modified by stipulation under Section XXIV unless each of the Local Governments stipulates to the modification.

7. Certification and Termination. When Defendant submits its Notification of Completion and draft final report under Section XXV.A:

a. Defendant shall provide a copy of its Notification of Completion and draft final report to the Local Governments when it submits these documents to EGLE;

b. EGLE shall consult with the Local Governments and consider in good faith their comments and concerns with respect to the Notice of Completion and draft final report;

c. After such consultation, EGLE shall provide its Certificate of Completion to the Local Governments when it provides the Certificate to Defendant;

d. Any Local Government may invoke dispute resolution under Paragraph B of this Order if it disagrees with EGLE's issuance of a Certificate of Completion and may fully participate in any dispute resolution process invoked by Defendant under Consent Judgment Section XVI related to EGLE's failure to issue such Certificate.

8. Confidential Information. Defendant may redact all trade secrets and proprietary or confidential business information Defendant has identified to EGLE as confidential information under Consent Judgment Section XXII, Access to Information (collectively “CBI”) that is contained in any of the work plans, reports, analyses, or other documents Defendant has agreed to provide to the Local Governments under this stipulated Order.

9. Identification of Representatives. Each Local Government shall identify to Defendant and EGLE one or more representatives to receive the communications described above and update such identifications as necessary. Defendant’s and EGLE’s representatives to receive such communications shall be their individuals identified in Section XXIII of the Consent Judgment, as may be updated with notice to the Local Governments.

B. To the extent the Local Governments are entitled to invoke dispute resolution under this Order, the following procedures shall apply:

1. Any Local Government may invoke dispute resolution under this Order by so notifying the Parties in writing. The dispute initially shall be the subject of informal negotiations between the Parties and the Local Government(s). The period of negotiations shall not exceed ten working days from the date of written notice by the Local Government(s) that a dispute has arisen. This period may be extended or shortened by agreement.

2. Immediately upon expiration of the informal negotiation period (or sooner if upon agreement), EGLE shall provide to the Local Government(s) and Defendant a written statement setting forth EGLE’s proposed resolution of the dispute. Such resolution shall be final unless, within 15 days after receipt of EGLE’s proposed resolution (clearly identified as such under this Order), the Local Government(s) and/or Defendant files a petition for resolution with this Court setting forth the matter in dispute, the efforts made to resolve it, the relief requested, and the

schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Judgment.

3. Within ten days of the filing of the petition, EGLE may file a response to the petition, and EGLE will submit to the Court all documents containing information related to the matters in dispute, including documents provided to EGLE by Defendant and the Local Governments regarding the disputed issue(s). Those documents and the Consent Judgment shall comprise the record upon which the Court shall resolve the dispute. Additional evidence may be taken by the Court on its own motion or at the request of EGLE, Defendant, or the Local Government(s) if the Court finds that the record is incomplete or inadequate. Review of the petition shall be conducted by the Court and shall be confined to the record. The review shall be independent of any factual or legal conclusions made by the Court prior to the date of entry of the Consent Judgment.

4. The Court shall uphold the decision of EGLE on the issue in dispute unless the Court determines that the decision is any of the following:

- a. Inconsistent with the Consent Judgment;
- b. Not supported by competent, material, and substantial evidence on the whole record;
- c. Arbitrary, capricious, or clearly an abuse or unwarranted exercise of discretion; or
- d. Affected by other substantial and material error of law.

C. Termination of Local Governments' Involvement. The Local Governments' Continuing Rights described above shall terminate if any Local Government or any other local unit of government solicits United States Environmental Protection Agency ("USEPA") and/or the

Governor to request USEPA to take a role with jurisdiction over the Gelman Science Site and/or to have the Site listed on the National Priorities List (“NPL”); provided, however, that any Local Government may preserve its Continuing Rights under this Order by, within forty-five (45) days of such solicitation, affirmatively informing USEPA and the Governor in writing that it does not support USEPA involvement and/or NPL listing of the Site.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over enforcement of the Consent Judgment, the rights of the Parties and Local Governments under this Order, the potential termination of the Local Government’s rights under this Order, and enforcement of any settlement agreement entered into between Defendant and the Intervenors in connection with the Intervention.

IT IS FURTHER ORDERED that entry of this order does not resolve all claims between all parties and does not close the case.

Dated: _____

IT IS SO ORDERED

Hon. Timothy P. Connors

STIPULATED TO AND APPROVED BY

Brian J. Negele (P41846)
Attorney for Plaintiff

Michael L. Caldwell (P40554)
Attorneys for Defendant

Fredrick J. Dindoffer (P31398)
Nathan D. Dupes (P75454)
Attorneys for City of Ann Arbor

Robert Charles Davis (P40155)
Attorney for Washtenaw County

Noah Hall (P66735)
Erin Mette (P83199)
Attorneys for Huron River
Watershed Council

William J. Stapleton (P38339)
Attorney for Scio Township

Resolution to Close Alley, See Liber 1226 Page 221
For Order to Vacate Part of Plat, See Liber 299-1 Needs Page 302
For Order Vacating Part of Plat, See Liber 341 of Needs Page 392
See Liber 915 Page 270-274 - (Re-Division of Plat)
See Liber 1039 Page 608

June 20-1925
John F. Howard

REGISTER OF DEEDS
Washtenaw County
Book of July
Page 100
A.D. 1925
I, J. F. Howard, Register of Deeds
do hereby certify that the above is a true and correct copy of the original as filed in my office on the 12th day of July, 1925.

LAKE WOOD SUBDIVISION

A part of Section 25, T2S, R5E, Washtenaw County, Michigan.

2ND SISTER LAKE

DEDICATION
Know all men by these presents that we, John Linderachmitz, both-latter as proprietor and The Super Realty Company, a Michigan Corporation, by A. A. Dolph, President, and Sam O. Davis, Secretary, as contract of the holders have caused the land to be surveyed, laid out and platted to be known as Lake Wood Subdivision, a part of Section 25, T2S, R5E, Washtenaw County, Michigan, and that streets, drives and alleys are dedicated to the public
Witness my hand and seal in presence of
President John F. Howard
Secretary Sam O. Davis

State of Michigan }
County of Washtenaw }
On this day of 1925 before me a Notary Public in and for said county, personally came the above named John Linderachmitz, known to me to be the person who executed the above dedication and acknowledged the same to be his free act and deed.
There also appeared A. A. Dolph and Sam O. Davis as personally known, who being each by an ability sworn did say that they are the President and Secretary, respectively of the Super Realty Company, a Michigan Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said A. A. Dolph and Sam O. Davis, acknowledged said instrument to be the free act and deed of said corporation.

John F. Howard
Notary Public, Washtenaw County, Michigan
My Commission Expires Dec. 31 1927

SURVEYOR'S CERTIFICATE

I hereby certify that plat hereon described is a correct one and that permanent monument consisting of iron pipes 2 1/2" more in diameter and 10" or more in length have been placed at all points marked thus on the plat, shown of all corners in boundaries of the land platted and all intersections of streets and drives.

John F. Howard
Registered Civil Engineer



DESCRIPTION

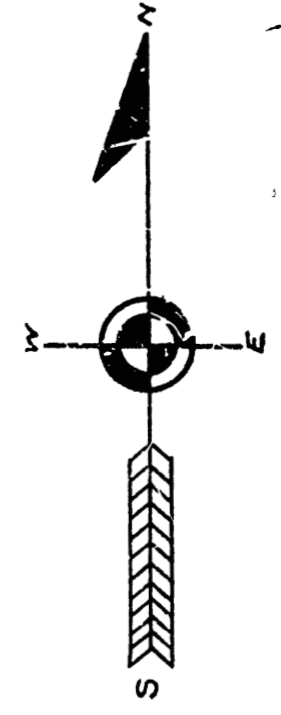
Commencing at the center of Section 25, T2S, R5E, Washtenaw County, Michigan, thence S 81° 41' E 846.3 feet, thence N 00° 49' E 856.3 feet, thence N 01° 16' E 794.6 feet, thence N 88° 31' W 1154.1 feet, thence S 05° 25' W 1132 feet, thence S 89° 32' W 33 feet, thence S 26° 20' W 1303.6 feet, thence S 88° 41' E 1861.7 feet, to the place of beginning, containing 103 Acres more or less, being a part of Section 25, T2S, R5E, Washtenaw County, Michigan.

CERTIFICATE OF APPROVAL BY THE TOWNSHIP BOARD

This plat was approved by the Township Board of Seio Township, Washtenaw County, Michigan at a meeting held May 23rd, 1925
Clark J. J. Smith

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY AUDITORS

This plat was approved by the Board of County Auditors of Washtenaw County, Michigan at a meeting held June 1st, 1925
Chairman John M. Smith
Blair R. Brown
A. A. Howard

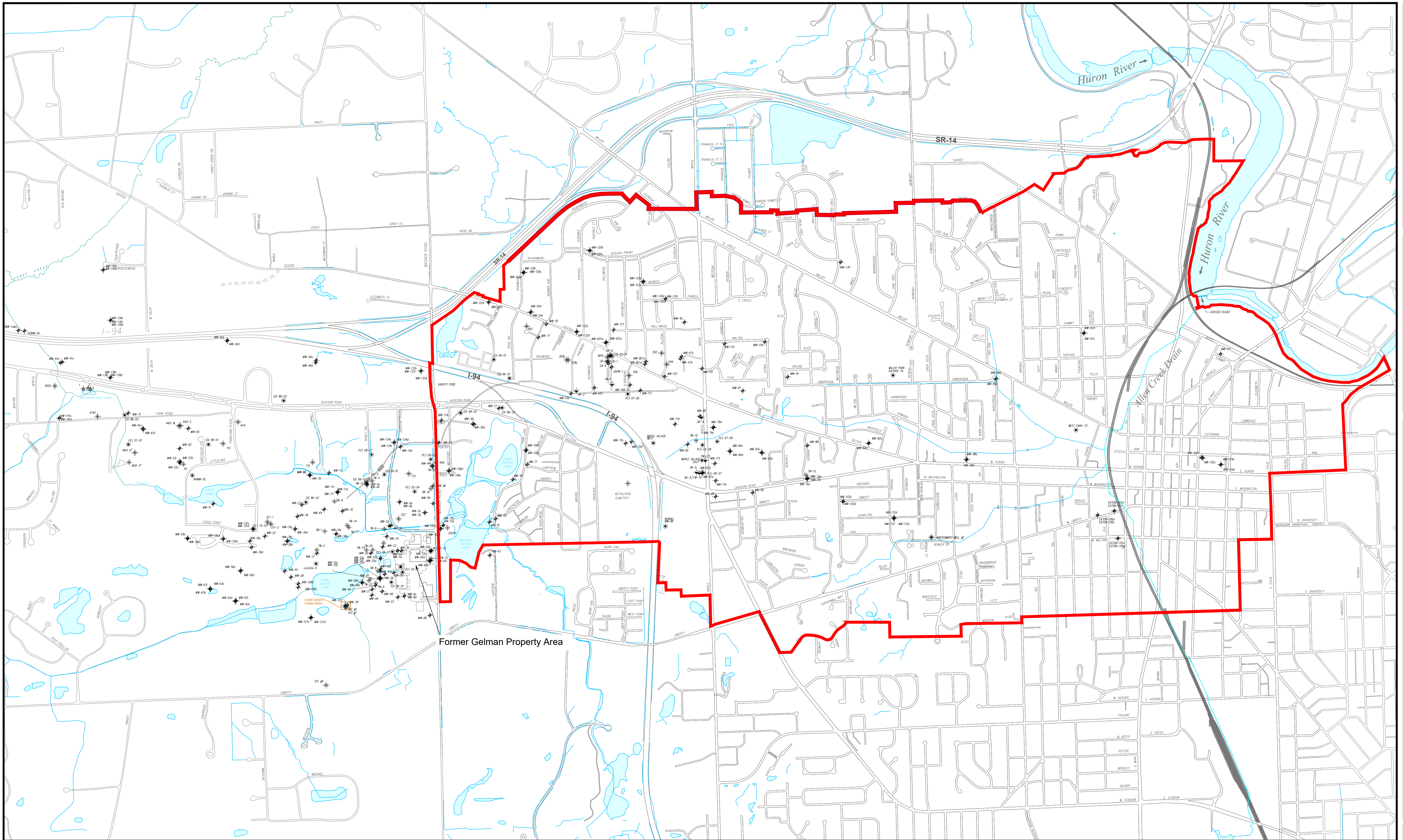


NOTE
All dimensions are given in feet and decimals thereof.

Scale 1" = 200'

TAX CERTIFICATE

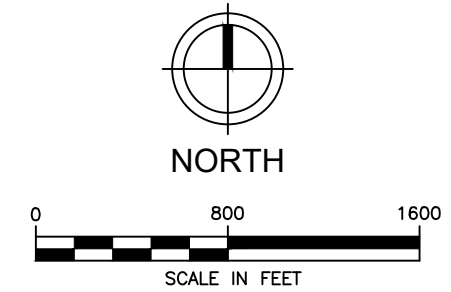
Office of the County Treasurer, Washtenaw County, Michigan
I hereby certify that there are no tax liens or titles held by the state on the lands described above and that there are no tax liens or titles held by individuals on said lands for five years preceding the 18th day of May, 1925, and that the taxes for the said period of five years are fully paid, as shown by the records of this office.
Michael E. Blum
County Treasurer



Former Gelman Property Area

LEGEND

- MONITOR WELL
- EXTRACTION WELL
- ARTESIAN WELL
- FORMER RESIDENTIAL WELL ROUTINELY MONITORED
- INJECTION WELL
- PROHIBITION ZONE BOUNDARY



PROJECT MGR.	DATE
DRAWN BY	DATE
GEOLOGIST	DATE
CAD FILE	DATE
EDIT	
SCALE	
	DRAWING
PROJECT	806500
SHEET NO.	

Best copy is provided to be 24" x 36" when printed.
© Copyright 2018 All Rights Reserved.

