

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

MICHIGAN DEPARTMENT OF  
ENVIRONMENTAL QUALITY,

Plaintiff,

v.

WOLVERINE WORLD WIDE, INC.,

Defendant.

and

PLAINFIELD CHARTER TOWNSHIP  
and ALGOMA TOWNSHIP,

Intervening Plaintiffs,

v.

WOLVERINE WORLD WIDE, INC.,

Defendant.

\_\_\_\_\_ /

WOLVERINE WORLD WIDE, INC.,

Third-Party Plaintiff,

v.

3M Corporation,

Third-Party Defendant.

\_\_\_\_\_ /

No. 1:18-cv-00039-JTN-ESC

HON. JANET T. NEFF

MAG. SALLY J. BERENS

**NOTICE OF FILING  
RESPONSIVENESS DOCUMENT**

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## NOTICE OF FILING RESPONSIVENESS DOCUMENT

As set forth in the Parties Notice of Lodging (ECF No. 144), the Michigan Department of Environmental Quality (MDEQ)<sup>1</sup> and Intervening Townships have been accepting public comment on the proposed Consent Decree. (ECF No. 145.) Following its filing on February 3, 2020, MDEQ made the proposed Consent Decree available to the public on its website and on the Department of Attorney General's website. An email box, [AG-WolverineCD@michigan.gov](mailto:AG-WolverineCD@michigan.gov), was established to receive public comments. Additionally, the Department of Attorney General and MDEQ held a public comment session in Rockford, Michigan of February 10, 2020, where verbal and written comments on the Consent Decree were received. The public comment period remained opened through February 13, 2020 at 5:00 pm.

MDEQ has compiled and responded to the comments it received through this process in the attached responsiveness document. (Exhibit A.) MDEQ now submits this responsiveness document to the Court for its consideration.

Respectfully submitted,

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<sup>1</sup> Pursuant to Executive Order 2019-06, effective April 22, 2019, the Department of Environmental Quality was renamed the Department of Environment, Great Lakes, and Energy.

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Dated: February 14, 2020

# Exhibit A

## **RESPONSIVENESS SUMMARY**

### **Comments received on proposed Consent Decree in *Michigan Department of Environmental Quality v. Wolverine World Wide, Inc.*, Case No. 1:18-cv-00039-JTN-ESC**

**Includes e-mails sent to AG-WolverineCD@michigan.gov and comments of public at February 10, 2020 public comment session at Rockford High School**

#### **I. Explanation of Responsiveness Summary Process and Conclusion**

This response document was prepared by attorneys in the Department of Attorney General after reviewing all comments received during the comment period. The comment period was announced on the day that the proposed Consent Decree was lodged with the Court, February 3, 2020, and ended at 5:00 p.m. on February 13, 2020. In addition, comments made by the public during the February 10, 2020 public comment session hosted by the Attorney General and the Department of Environment, Great Lakes, and Energy (EGLE) were transcribed by a court reporter and reviewed in preparation of this response as well.

Nineteen (19) comments were transcribed at the public comment session, four (4) written comments were received at the public comment session, and thirty-one (31) comments were received via e-mail. This response document does not include precisely that number of comments, because some members of the public asked the same questions and some members of the public included multiple issues in their comments. A specific response or portion of a response is sometimes provided in answer to more than one question or comment, if the information was needed to answer the question completely and clearly.

After reviewing all of the comments and working together to provide responses, EGLE and the Department of Attorney General view the public comment process as beneficial to the resolution of the lawsuit and the beginning of the implementation of the requirements of the Consent Decree. Some provisions needed clear explanation or clarification, and the affected public's strong interest in many of the key objectives of the Consent Decree is important for EGLE and the Attorney General to understand. The comments indicate that the affected community has concerns, many of which will be addressed by the response activities required by the Consent Decree. The comments also indicate that the affected community has other concerns that are personal in nature that are not—and cannot—be addressed by litigation brought by the State and Townships to enforce state and federal environmental laws.

This process has reinforced that there is a need for transparency, strong public outreach and robust communication to allow the community to understand what is happening under the Consent Decree's requirements, but the State has not learned of any facts or considerations indicating that the proposed Consent Decree is inappropriate, improper or inadequate.

## **II. Summarized Comments and Responses**

### **MUNICIPAL WATER ISSUES**

#### **1. What happens if there are cost overruns in the construction of municipal water?**

Under the Consent Decree, Wolverine is required to pay Plainfield Charter Township \$62 million for the extension of certain municipal water lines in the North Kent Study Area. Plainfield Charter Township will take on the risk of any cost overruns for the extension of the municipal water lines. The \$62 million was Plainfield Charter Township's best estimate of the costs to extend the municipal water lines required under the Consent Decree and includes amounts for contingencies. But in the event that those contingencies are expended, Plainfield Charter Township will be responsible for any cost overruns.

#### **2. If I am hooked up to municipal water will I have a water bill?**

Yes, all homes that are hooked up to municipal water will have a water bill for their use of the water system.

#### **3. Why is Wolverine not required to pay my water bill?**

The Consent Decree requires Wolverine to pay for residents in municipal water areas to be connected to the Plainfield municipal water system but does not require Wolverine to pay for individual homeowners' water bills. This is consistent with Wolverine's obligations under state and federal environmental laws which require that Wolverine provide human receptors with access to drinking water that meets all state and federal standards. However, municipal water bills are based on a homeowner's use of the water once it is installed. As with other residents who use municipal water, residents hooked up to municipal water will be required to pay for their personal use of the system. Water bills support the ongoing operations of the municipal water system. But, to the extent that homeowners believe they have suffered harm by being connected to municipal water, they retain the right to assert claims for their personal injuries or property damages against Wolverine.

**4. Why is Wolverine not responsible for any amount for ongoing maintenance of the municipal water lines?**

As with the ongoing maintenance of other infrastructure projects, the ongoing maintenance of the municipal water system will be paid for by user fees, including water bills.

**5. I am in a municipal water area. Can I choose not to connect to municipal water?**

No. If you are in a municipal water area you will be required to hook up to municipal water. This is not unusual. Many communities require that homeowners connect to municipal water when municipal water is available within a certain distance of the property. This is even more important here, where municipal water is part of a solution to address exposures to groundwater contamination.

**6. I am in a municipal water area. Can I continue to use my well for irrigation or to operate my geothermal system?**

Generally, the municipal ordinances will require abandonment of homeowners' wells when they are hooked up to municipal water. The ordinances that are proposed to be implemented by Plainfield and Algoma Townships contain a process through which a homeowner may seek an exception for the continued use of their well for non-drinking water purposes. The Townships, based in part on recommendations made by the EGLE, may grant an exception for the continued use of wells for non-drinking water purposes, provided that a demonstration of "no influence" on the contamination is made. However, exceptions will need to be considered on a case-by-case basis.

**7. In order to receive an exception under the ordinance, there must be a demonstration of no influence. Who is responsible to make the demonstration of no influence?**

If a homeowner in the municipal water areas wants to continue to use a well for some purpose other than for drinking water, it will be the responsibility of the homeowner to demonstrate that the operation of the well will have no influence on the contamination. Wolverine will be required, upon request, to provide the homeowner with any data in its possession that will assist with homeowner with the demonstration of no influence. EGLE will also be involved in this process and will be able to provide additional information regarding how to make the demonstration.



**8. If I receive an exception under the ordinance to use my well for non-drinking water purposes, will the exception require me to conduct annual testing or use a filtration system?**

Exceptions to the municipal ordinances will be granted on a case-by-case basis. It is possible that granting an exception will be based on the homeowner's commitment to operate a filtration system or conduct ongoing analysis of PFAS contamination. However, because decisions regarding exceptions will be made on a case-by-case basis and each homeowner's situation will be different, there is no general rule regarding a homeowner's ongoing obligations if an exception is granted.

**9. If the Townships are requiring that wells in the municipal water areas be abandoned, why would the Townships permit the continued operation of any wells, even if there was a demonstration of no influence?**

The general rule in the municipal water areas is that all homes will be required to abandon their wells. However, there may be certain circumstances under which the continued operation of those wells for non-drinking water purposes will not pose a risk to the environment or exacerbate the contamination. The exceptions in the ordinance allow homeowners an opportunity to demonstrate that their continued use of their well for non-drinking water purposes meets these criteria.

**10. Plainfield Township needs a cleaner water source for its municipal water?**

State and federal authorities require the Plainfield Township water treatment plant to test for certain contaminants on schedules dictated by the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399). Under the Safe Drinking Water Act, the Plainfield Township water treatment plant tests finished water for the presence of contaminants for which maximum contaminant levels (MCLs) have been established. Current results show Plainfield Township's water treatment plant consistently complies with the requirements of the Safe Drinking Water Act. (See answer to comment # 18 below for information on historic detection). In addition, even though there are no current state or federal requirements to do so, the Plainfield Township Water Treatment Plant routinely checks for certain PFAS contaminants, including PFOA and PFOS.

Adding to the safeguards that are already in place at the water treatment plant, Wolverine is required to pay some amounts toward an expanded granular activated carbon filtration system at the Plainfield Township water treatment plant and to find a replacement wellfield for the Versluis wellfield which, because of PFAS impacts, is no longer in use.

**11. Does the Consent Decree cover residents' costs to connect to municipal water?**

For those individuals in the municipal water areas, residents will be connected to municipal water at no cost to them.

**12. Can the homes receiving municipal water keep their filters and have Wolverine operate and maintain those filters?**

The Consent Decree requires Wolverine to remove any filter it ceases to operate and maintain unless a homeowner agrees in writing to keep the filter. Wolverine will have no obligation to operate and maintain filters in homes that have been connected to municipal water.

**13. Will the municipal water be monitored for PFAS?**

The Plainfield Township water treatment plant already monitors the municipal water for PFAS quarterly and will continue to monitor the water for PFAS in the future.

**14. If I am hooked up to municipal water, will my well be abandoned?**

Generally, yes, if you are connected to municipal water the Township will abandon your well. The Townships' ordinances do contain a provision that allows residents to seek an exception that will allow them to continue operating their well for non-drinking water uses, like irrigation or geothermal systems, provided that a demonstration of "no influence" on the contamination is made.

**15. I am in a municipal water area and have a whole-house filter. Can I choose to continue to use my filter and not hook up to municipal water?**

No. If you are in a municipal water area you will be required to hook up to municipal water. This is not unusual. Many communities require that homeowners connect to municipal water when municipal water is available within a certain distance of the property. This is even more important here, where municipal water is part of a solution to address exposures to groundwater contamination. Once municipal water is connected to your home, Wolverine will have no further obligations to operate and maintain your whole-house filter.

**16. What is the average cost per household for municipal water?**

Water bills will be based on the amount of water a household uses and will vary from house to house. According to the Plainfield Charter Township 2020 fee schedule available at <https://www.plainfieldmi.org/2019-25%20Resolution%202020%20Rates%20&%20Charges.pdf>, there is a base fee of \$13.17 per quarter plus a consumption charge for water use of \$3.59 per 1000 gallons. The average quarterly water bill is \$63 for a single family.

**17. Why will municipal water mains be run through areas that are non-detect?**

The municipal water main extensions are engineered to provide municipal water to as many affected residents as possible in the most efficient manner. In some instances, this will require that the mains run through or along properties that do not have detections of PFAS in their water.

**18. Doesn't Plainfield Township municipal water contain PFAS?**

Plainfield Township has low levels of PFAS in its raw groundwater before it enters the water treatment plant. However, Plainfield Township has installed a granular activated carbon treatment system at its water treatment plant to remove PFAS contamination that may be in the water. The finished municipal water coming from the water treatment plant is monitored regularly for PFAS and those results are available to the public. The finished municipal water coming from the water treatment plant has had no detections of PFOA or PFOS for the last ten months.

**19. Why are some homes with no detections of PFAS required to hook up to municipal water while other homes with no detections of PFAS are not?**

If you are in a municipal water area, you will be required to connect to municipal water regardless of the concentrations of PFAS in your drinking water. This includes homes with no detections of PFAS.

**20. If I am being hooked up to municipal water, can I keep my whole-house filter to irrigate my lawn?**

Generally, if you are hooked up to municipal water your well will be abandoned and Wolverine will remove your whole-house filter. However, the municipal water ordinances contain provisions that allow a homeowner to seek an exception for the continued use of their well for non-drinking water purposes, provided that a demonstration of “no influence” on the contamination is made. Additionally, the Consent Decree allows Wolverine to leave whole-house filters in homes where homeowners agree to take on the operation and maintenance of those filters. However, exceptions will be granted on a case-by-case basis and there is no general rule regarding whether this practice will be acceptable.

**21. If municipal water is run through my property, will my property be put back into the condition it was prior to construction?**

Plainfield Township will be responsible for the extension of municipal water lines. The Township has indicated that it will repair property that is impacted by the extension of municipal water to its pre-construction condition.

**22. Does any of the money go to Plainfield Township to fix their water?**

First, Plainfield Township is monitored regularly and there is no current issue with contaminants in the municipal water. Plainfield Township is required by law to monitor its water for contaminants and to report that data to the State. There is no information that indicates that there is anything in Plainfield Township municipal water that needs to be fixed.

However, the Consent Decree does provide \$7.5 million to Plainfield Township for it to use towards the expansion of its granular activated carbon treatment system and to identify an additional wellfield.

**23. Are childcare centers and schools going to be connected to municipal water first?**

Plainfield Township will be extending municipal water in a phased approach. The areas hit hardest by PFAS contamination—those areas around the House Street Disposal Site and Wellington Ridge—will get municipal water first. Municipal water will be extended to additional areas based on risk and engineering requirements. In the meantime, all residents and institutions in the municipal water areas that have filters, will continue to have those filters operated and maintained by Wolverine under EGLE oversight.

**24. Can I keep my whole-house filter if I am hooked up to municipal water?**

The Consent Decree allows Wolverine to leave whole-house filters in homes that are connected to municipal water if homeowners agree to take on the operation and maintenance of those filters. However, once municipal water is connected to your home, Wolverine will have no further obligations to operate and maintain your whole-house filter.

**25. I am on Freska Lake Drive. Will the Consent Decree require any residential well testing for my property?**

All homes on Freska Lake Drive will be receiving municipal water. If your home is receiving municipal water, there will not be any residential well sampling done at your home under the Consent Decree. If you are in the North Kent Study Area but live in a filter area (as opposed to a municipal water area) your home will be part of the residential sampling plan under the Consent Decree.

**26. Why isn't Wolverine paying for a new wellfield and filtration system for Plainfield Township?**

The Consent Decree requires Wolverine to pay \$7.5 million to Plainfield Charter Township toward a replacement wellfield for Versluis and an expansion of the water treatment plant's granular activated carbon treatment system. These obligations are part of the negotiated resolution and a recognition by the Townships that there are other potential contributors to the PFAS impacts on Plainfield Township's water supply.

**27. My house is part of the final phase of the municipal water extension. If the \$62 million runs out before municipal water is extended to my home, what happens?**

Under the Consent Decree, Plainfield Township is required to extend the municipal water to all municipal water areas. Plainfield Charter Township will take on the risk of any cost overruns for the extension of the municipal water lines. The \$62 million was Plainfield Charter Township's best estimate of the costs to extend the municipal water lines required under the Consent Decree and includes amounts for contingencies. But in the event that those contingencies are expended, Plainfield Charter Township will be responsible for any cost overruns.

**28. Is Plainfield water non detect for PFAS?**

Plainfield Township's water has been non-detect for PFOA and PFOS for the last ten months. However, the water has had low level detections of some other PFAS chemicals in its finished water. In Quarters 1, 2, and 3 of 2019, Plainfield Township's water had detections of PFHxA at 4 ppt or below. Michigan's proposed maximum contaminant level for PFHxA is 400,000 ppt. Therefore, Plainfield Township's water was well within the proposed regulatory limits for PFHxA. And in Quarters 2, 3, and 4 of 2019, Plainfield Township's water had detections of PFBS at 3 ppt. Michigan's proposed maximum contaminant level for PFBS is 420 ppt. Again, Plainfield Township's water was well within the proposed regulatory limits for PFBS. Other than the detections noted above for PFHxA and PFBS, Plainfield Township's water was non detect for all other PFAS.

**AREAS OUTSIDE THE NORTH KENT STUDY AREA**

**29. Why isn't everyone included?**

Everyone located within the North Kent Study Area is covered by the Consent Decree. However, not everyone will receive the same remedy. For those individuals outside the North Kent Study Area, EGLE will continue to investigate PFAS contamination, oversee the work being completed by liable parties, and will pursue appropriate remedies for those areas as needed.

**30. What about other sites in this state like Wurtsmith?**

This Consent Decree resolves an action brought by the State against Wolverine for claims under the Federal Resource Conservation and Recovery Act (RCRA) and Part 201, Remediation, of the Natural Resources and Environmental Protection Act. As a result, this Consent Decree is specific to claims raised in the State's action against Wolverine.

EGLE and the Department of Attorney General continue to explore all options to obtain relief for other Michigan communities that have been impacted by PFAS contamination. This includes litigation the State recently filed against PFAS manufacturers.

**31. Will the investigation into PFAS contamination continue outside the North Kent Study Area?**

Under the Consent Decree, Wolverine is required to monitor the PFAS plumes at the perimeter of the North Kent Study Area to determine if the plume is stable and whether there are other human receptors at risk. EGLE will continue to investigate PFAS contamination outside the North Kent Study Area and will continue to push liable parties, when they are identified, to comply with State and Federal environmental laws. The Department of Attorney General will assist EGLE, as necessary, in obtaining compliance with the law.

**32. Will the State be resampling the homes on Childsdale where EGLE conducted residential well sampling?**

Yes. EGLE is developing a plan to resample those homes on Childsdale that are outside the North Kent Study Area.

**33. Why are residents outside the North Kent Study Area left out?**

This Consent Decree addresses the State's and Townships' claims against Wolverine inside the North Kent Study Area. This Consent Decree does not resolve any claims that the State may have for contamination outside the North Kent Study Area. EGLE is committed to the ongoing investigations into PFAS contamination outside the North Kent Study Area. EGLE will continue to push liable parties, when they are identified, to comply with State and Federal environmental laws and to address PFAS contamination outside the North Kent Study Area. The Department of Attorney General will assist EGLE, as necessary, in obtaining compliance with the law.

**34. What about Spring Valley Mobile Home Park?**

Spring Valley Mobile Home Park is outside of the North Kent Study Area and is not covered by the proposed Consent Decree. This Consent Decree does not resolve any claims that the State may have for contamination outside the North Kent Study Area. EGLE is committed to the ongoing investigations into PFAS contamination outside the North Kent Study Area. EGLE will continue to push liable parties, when they are identified, to comply with State and Federal environmental laws and to address PFAS contamination outside the North Kent Study Area. The Department of Attorney General will assist EGLE, as necessary, in obtaining compliance with the law.



**35. What about the contamination coming from the Kent County Landfill?**

The Kent County Landfill is outside the North Kent Study Area and not covered by this Consent Decree. Kent County owns the Landfill property and is investigating PFAS contamination that may be emanating from the landfill and has taken steps to address drinking water supplies that have been impacted by contamination that appears to be emanating from the landfill. Kent County has ongoing obligations under Part 201 to continue to investigate and address the PFAS contamination associated with the Landfill property.

**36. I am outside the North Kent Study Area. What happens if at some point down the road my well tests positive for PFAS?**

This Consent Decree addresses the State's and Townships' claims against Wolverine inside the North Kent Study Area. This Consent Decree does not resolve any claims that the State may have for contamination outside the North Kent Study Area. If future investigations indicate that your well has been impacted by PFAS contamination, EGLE will push liable parties, when they are identified, to comply with State and Federal environmental laws and to address the PFAS contamination. The Department of Attorney General will assist EGLE, as necessary, in obtaining compliance with the law.

**FILTER AREAS**

**37. Can I get a whole-house filtration system if I am not being hooked up to Plainfield water?**

Wolverine is required under the Consent Decree to offer a filter to any home in the Filter Areas that has a PFOA + PFOS concentration above 10 ppt or other new applicable criteria. Both whole-house filters and point-of-use (tap) filters have been demonstrated to effectively reduce PFAS contamination to levels below state criteria.

**38. Will residents in the filter areas continue to receive bottled water?**

There is no obligation under the Consent Decree for Wolverine to continue to provide bottled water. Wolverine voluntarily chose to offer homes they sampled within the North Kent Study Area bottled water at the beginning of the PFAS investigation activities, which started in 2017.



**39. Why isn't Rockford extending their water mains to the homes in the Summit/Wolven Northeast area?**

Rockford was not a party to this litigation and the State has no information regarding Rockford's future intent to extend its water distribution system. Under the Consent Decree, Wolverine is addressing all drinking water risks in the North Kent Study Area as required by state and federal environmental laws.

**40. Why are the homes in the Summit Northeast Area left out of the settlement?**

It is important to understand that no one located within the North Kent Study Area is being left out. It is true that not all homes with PFAS detections will have municipal water extended to them under the Consent Decree. The Consent Decree provides for the extension of municipal water to the areas with the highest PFAS contamination levels and where the extension of the Plainfield Township's water distribution system was feasible. The Summit/Wolven Northeast area (identified as Area R-1(19) in the Consent Decree) is an area where municipal water will not be extended under the Consent Decree. However, all homes in the North Kent Study Area with PFOA + PFOS concentrations above 10 ppt (or applicable criteria in the future) will have their existing filter maintained or be offered filters which Wolverine is obligated to operate and maintain. Additionally, Wolverine will have to conduct groundwater investigations and continue to conduct residential well resampling in the Summit Northeast area under EGLE oversight.

**41. What is the dispute regarding Wolverine's liability in the Summit/Wolven-Northeast area?**

Unlike contamination emanating from the Tannery and the House Street Disposal Site where Wolverine owns the property and there is no question regarding the origins of the contamination, the source of the contamination north of 10-Mile Road is not as clear-cut. EGLE believes that PFAS contamination north of 10-Mile Road can be linked to Wolverine, but Wolverine has disputed that it is responsible for the contamination in those areas in the litigation. Rather than wait for a Court to decide the factual dispute regarding Wolverine's responsibility in the area, the Parties adopted an approach in the Summit/Wolven Northeast area that involves both Wolverine and MDEQ taking on responsibility for specific portions of the groundwater investigation.

- 42. When my water was initially tested, it contained low levels of Perfluorohexane Sulfonic Acid (PFHxS). At that time, I was advised by governmental entities not to drink the water. I do not have a filter and my levels are below the levels that would require a filter under the Consent Decree. Why was I previously told not to drink the water but am now not receiving a filter?**

In the early days of the PFAS investigation, Michigan's governmental entities were just beginning to sort through the science relating to PFAS and did not have much hydrogeologic information for the area. Over the last several years, the agencies have taken a number of steps to gather and provide the public with better information regarding the risks related to PFAS. In 2019, the Michigan PFAS Action Response Team (MPART) commissioned a report from Michigan's Science Advisory Workgroup to develop drinking water health-based values for PFAS. In 2019, the Science Advisory Workgroup recommended that Michigan adopt a drinking water health-based value for PFHxS of 51 ppt. The Workgroup's report is available at: [https://www.michigan.gov/documents/pfasresponse/Health-Based\\_Drinking\\_Water\\_Value\\_Recommendations\\_for\\_PFAS\\_in\\_Michigan\\_Report\\_659258\\_7.pdf](https://www.michigan.gov/documents/pfasresponse/Health-Based_Drinking_Water_Value_Recommendations_for_PFAS_in_Michigan_Report_659258_7.pdf).

Initial recommendations regarding drinking water containing low levels of PFHxS were provided to homeowners out of an abundance of caution and because of the unknown groundwater and geologic conditions of the area. With the collection and analysis of additional information and science, the initial concerns are no longer applicable.

Although homes with low levels of PFHxS may not receive a filter from Wolverine or municipal water, everyone in the filter areas will have their home's drinking water well resampled in the future by Wolverine. Additionally, Wolverine is required to conduct additional groundwater investigations in those areas to define the nature and extent of the PFAS groundwater contamination.

- 43. Why isn't everyone being hooked up to municipal water?**

State and federal laws require that Wolverine provide access to drinking water that complies with state and federal regulatory criteria. But the laws do not specify how a liable party is to provide that access, and therefore do not require that everyone be hooked up to municipal water. Both point-of-use filters and whole-house filters have been proven effective at removing PFAS contamination to levels below state and federal standards if properly operated and maintained. Under the Consent Decree, Wolverine will be required to operate and maintain all filters in the filter areas in accordance with an EGLE-approved operation and maintenance schedule.

**44. My point of use filter is not sampled to ensure that it is effective. How can I be sure it works?**

Point of use filters are certified by the National Science Foundation (NSF) to remove PFAS from drinking water below current criteria. To earn NSF certification, a product must comply with strict standards and procedures imposed by the NSF. The NSF conducts extensive product testing and material analyses and every aspect of a product's development is thoroughly evaluated before it can earn NSF certification. NSF certification is not a one-time event, but involves regular inspections of manufacturing facilities and regular re-testing of products to ensure that they continue to meet the same high standards required to maintain NSF certification over time. Given the NSF certification that the filters are effective, it is not necessary to verify the effectiveness of point of use filters through sampling.

**45. Why isn't Wolverine required to provide whole-house filters instead of point-of-use filters?**

NSF certified point-of-use filters have been proven effective at removing PFAS contamination to levels that meet state and federal standards. State and federal laws require that Wolverine provide access to drinking water that complies with state and federal regulatory criteria. If Wolverine can accomplish this by providing residents with a point-of-use filter, a point-of-use filter is permitted under the law.

**46. How will operation and maintenance of filters be handled?**

The Consent Decree requires Wolverine to continue operation and maintenance of certain filters under EGLE oversight and pursuant to an EGLE-approved operation and maintenance plan.

**47. Does the Consent Decree contain any mechanisms to ensure that Wolverine will continue to pay for the long-term operation and maintenance of filters?**

Yes. Under the Consent Decree, Wolverine will be required to provide a financial assurance mechanism to secure the long-term costs of filter operation and maintenance in the event that Wolverine no longer exists or refuses to continue the work required by the Consent Decree.

## **PUBLIC COMMENT ISSUES**

### **48. Why is the comment period so short?**

There is no requirement that the State provide the opportunity for public comment prior to entry of a Consent Decree. However, in recognition of the significant public interest in this issue, the State and Townships provided for a short public comment period. The goal of the State and the Townships has always been to start extending municipal water as soon as possible. In order to start construction in 2020, the Consent Decree must be finalized as soon as possible. Plainfield Township will need to put the project out for bid in late February or early March to begin construction in 2020. To accommodate this schedule, there is insufficient time for a lengthy public comment process.

### **49. Why is the State holding only one public comment session?**

There is no requirement that the State provide the opportunity for public comment prior to entry of a Consent Decree. However, in recognition of the significant public interest in this issue, the State and Townships provided for a short public comment period, including a Townhall Meeting that the Townships hosted on February 4, 2020 and the Public Comment Session that the Attorney General's Office hosted on February 10, 2020. The goal of the State and the Townships has always been to start extending municipal water as soon as possible. In order to start construction in 2020, the Consent Decree must be finalized as soon as possible. Plainfield Township will need to put the project out for bid in late February or early March to begin construction in 2020. To accommodate this schedule, there is insufficient time for additional public comment sessions.

### **50. Why is the community participation process in paragraph 7.16 not mandatory going forward?**

The public participation process in the Consent Decree is derived directly from Part 201 of the Natural Resources and Environmental Protection Act (NREPA). Public participation is required whenever there is significant public interest in a Response Activity Plan. EGLE does not foresee a time when there will not be significant public interest in the Response Activities Wolverine is conducting in the North Kent Study Area, and anticipate many opportunities for public participation.

**51. Why are the statements of work attached as appendices to the Consent Decree and later incorporated into Response Activity Plans not going to be subject to public comment in the future?**

The statements of work in the appendices are part of the negotiated resolution and are initial documents that Wolverine will use to begin work under the Consent Decree, and which will be followed by required submittals of comprehensive Response Activity Plans. As such, they are being made available for public comment now as part of the Consent Decree. The Consent Decree and its appendices will become final upon the Court's entry of the Consent Decree. Given that the statements of work are part of the Consent Decree, changes to the work contained in the statements of work in the future would require an amendment of the Consent Decree.

**INDIVIDUAL CLAIMS**

**52. Why doesn't the Consent Decree address all aspects of how Wolverine's contamination has affected the lives of people in the North Kent Study Area?**

This Consent Decree resolves Wolverine's obligations under state and federal law to address PFAS contamination in the North Kent Study Area. The State's lawsuit did not and could not assert individual tort claims that residents may have against Wolverine for their personal injuries and property damage. However, the Consent Decree does not affect any claims individuals may assert against Wolverine or any other party for personal injuries or property damage they may have sustained as a result of PFAS contamination.

**53. If I can no longer use my geothermal system because of the groundwater ordinance, does the Consent Decree require Wolverine to install a new heating system in my home?**

The Consent Decree resolves the State's and Townships' regulatory claims against Wolverine. If, a well does not qualify for an exception under the municipal ordinances and because of the municipal ordinances, a homeowner is required to install a new heating system in their home, this may constitute an individual claim that the homeowner has against Wolverine. To the extent that homeowners have sustained personal injury or property damage as a result of Wolverine's contamination, this Consent Decree does not resolve those claims and does not prevent a homeowner from pursuing those claims directly against Wolverine.

**54. We lived in the contaminated area for years and have health issues. What should we do?**

If you believe that you have health issues related to PFAS contamination, you should discuss those concerns with your primary health provider. You can also contact the Michigan Department of Health and Human Services to speak with a toxicologist or to obtain information regarding participation in health studies. However, the Proposed Consent Decree does not resolve any claims individuals have for personal injury or property damage they have incurred from drinking PFAS contaminated water. The Proposed Consent Decree resolves Wolverine's obligations under state and federal law to address PFAS contamination in the North Kent Study Area. The State's lawsuit did not and could not assert individual tort claims that people may have against Wolverine for their personal injuries and property damage, nor does it prevent individuals from pursuing those claims directly against Wolverine.

**55. I paid to have my well installed and now am being connected to municipal water. Why doesn't Wolverine have to repay me the costs of installing my well?**

There is no obligation under state or federal environmental laws for Wolverine to repay homeowners for the costs of previously installed drinking water wells that homeowners can no longer use. However, the Consent Decree does not resolve or preclude any claims individuals may have against Wolverine for their own personal injuries or property damage. To the extent that homeowners believe they have suffered harm by being connected to municipal water, they retain the right to assert those claims for their personal injuries or property damages against Wolverine.

**56. What is my recourse if me and my family are affected by PFAS contamination?**

The Consent Decree does not affect any claims individuals may have against Wolverine or any other party for personal injuries or property damage they may have sustained as a result of PFAS contamination. If you are unrepresented and believe that you have personal injury or property damage claims, you should consult with an attorney.

**57. I believe that Wolverine dumped waste on my property. Does the Consent Decree require Wolverine to clean it up?**

EGLE has investigated multiple reports of dumping by Wolverine. Where those reports were substantiated, Wolverine has been asked to investigate and address those issues. The Consent Decree requires Wolverine to conduct response actions at specified properties where Wolverine's actions are established as the cause of conditions that require action under state or federal law. If you have claims against Wolverine for damage to your property as a result of Wolverine's disposal of PFAS containing wastes, the Consent Decree does not preclude you from pursuing those claims.

**58. My property value has been affected by Wolverine's PFAS contamination. What does the Consent Decree do to address that?**

The Consent Decree resolves the State's and Townships' regulatory claims against Wolverine. Loss of property value is not a claim that the State can assert on behalf of property owners. However, the Consent Decree does not affect any claims that you may have against Wolverine for personal injuries or property damage as a result of Wolverine's disposal of PFAS containing wastes.

**59. Why does the Consent Decree not include medical monitoring?**

The Consent Decree resolves the State's and Townships' regulatory claims against Wolverine, focuses on providing drinking water that meets state and federal requirements to the residents in the North Kent Study Area, and requires Wolverine to perform Response Activities to address groundwater contamination, surface water contamination, and contamination at the House Street Disposal Site and the Tannery. These are the types of remedies that EGLE can seek to resolve regulatory claims against liable parties. Although the Consent Decree does not require Wolverine to conduct medical monitoring, nothing in the Consent Decree precludes residents who have suffered personal injury or property damage from pursuing their own claims and remedies against Wolverine for the impacts PFAS contamination has had on their personal health.



**60. Does the Consent Decree provide for the medical needs of residents who have gotten sick from drinking contaminated water?**

No. The Consent Decree resolves the State's and Townships' environmental regulatory claims. The State cannot recover for residents' personal injuries that may be attributable to Wolverine's PFAS contamination. However, the Consent Decree does not affect any claims that individuals may have against Wolverine for personal injuries or property damage as a result of Wolverine's PFAS contamination.

**61. Why are residents not being given money to allow them to buy property in an area that is not contaminated?**

The Consent Decree resolves the State's and Townships' regulatory claims against Wolverine. Providing money to residents to purchase property somewhere else is not relief that the State can recover from Wolverine. However, the Consent Decree does not affect any claims that individuals may have against Wolverine for personal injuries or property damage as a result of Wolverine's disposal of PFAS containing wastes.

**WELLINGTON RIDGE**

**62. Why is the source area in Wellington Ridge not being addressed?**

EGLE believes that Wolverine disposed of tannery waste in a former gravel pit in the Wellington Ridge neighborhood and that the disposal activities in the former gravel pit is the source of PFAS groundwater contamination identified north of 10-Mile Road. Both EGLE and EPA have conducted investigations in the area, but soil borings and analysis have not identified any evidence of sludge waste, leather scraps, or hides in Wellington Ridge, which have been found in the waste observed at the Tannery and the House Street Disposal Site.

Additionally, unlike the Tannery and the House Street Disposal Site where Wolverine owns the property and is clearly liable for the contamination under Part 201, Wolverine has disputed its liability for PFAS contamination north of 10-Mile Road in the litigation. As a result, the Consent Decree focuses on addressing the risks posed by PFAS contamination in groundwater in the Wellington Ridge area, through provision of municipal drinking water and ongoing investigation and monitoring of the plume to understand its location and concentration. Importantly, the Consent Decree does not affect any claims that a homeowner may have against Wolverine for personal injuries or property damage as a result of Wolverine's disposal of PFAS-containing wastes.



## **GROUNDWATER INVESTIGATION AND SURFACE WATER IMPACTS**

### **63. Why are there no groundwater wells near Freska Lake?**

Many of the homes in the Freska Lake area will be connected to municipal water. In municipal water areas, groundwater contamination is managed through the extension of municipal water, groundwater use ordinances, and, in the Freska Lake area, source control at the House Street Disposal Site. There will not be an extensive groundwater investigation in municipal water areas. The Consent Decree focuses groundwater investigations on the filter areas where people will still be relying on groundwater for drinking water. However, the State will continue to monitor PFAS impacts to Freska Lake under the work of the Statewide Surface Water Assessment Section in EGLE's Water Resources Division.

### **64. What are Wolverine's obligations for the damage that has been done to the Rogue River and the Grand River?**

Under the Consent Decree, Wolverine is required to conduct investigations of the groundwater surface water interface (GSI) at locations along the Rogue River and the Grand River to evaluate whether PFAS contamination is venting to surface water above water quality criteria. Based on the GSI investigation, Wolverine may propose an interceptor system or other Response Activities to address PFAS contamination venting from groundwater to surface waters.

The Consent Decree does not rule out State claims for natural resource damages in the future, but some work done under the Consent Decree to address PFAS impacts to surface waters and habitats may be credited against future natural resource damages claims. Additionally, if the parties agree following the GSI investigation that there are no additional response activities required to address PFAS contamination venting from groundwater to surface water or that Wolverine has completed all necessary Response Activities for the GSI pathways, any future claims by the State for natural resource damages will be resolved.

## HOUSE STREET DISPOSAL SITE

**65. Are there plans to remove waste from the House Street Disposal Site?**

Under the Consent Decree, Wolverine will have to conduct a feasibility study to determine the best remedy at the House Street Disposal Site. A remedy is not selected until after a feasibility study analyzes the feasibility of different approaches to address conditions at a site. The feasibility study for the House Street Disposal Site will examine remedies to (1) manage solid wastes at the House Street Disposal Site; and (2) reduce and control potential migration of PFAS compounds from soils and sludges into groundwater at the House Street Disposal Site. Wolverine may evaluate the feasibility of removing some or all of the waste from the House Street Disposal Site, as well as proposals to lawfully manage the waste onsite. Based on that feasibility study, Wolverine will be required to submit a work plan for a final remedy to EGLE for EGLE's review and approval.

**66. If surface waters are being impacted by contamination from the House Street Disposal Site, are there plans to remedy that?**

The Consent Decree addresses surface waters potentially impacted by contamination from the House Street Disposal Site in two ways. First, it requires that Wolverine manage the solid wastes at the House Street Disposal Site and reduce and control migration of PFAS compounds from soils and sludges into groundwater. This is intended to address, in part, the continued migration of contaminants from the House Street Disposal Site through ground water to surface water. Second, Wolverine will conduct an investigation of the groundwater surface water interface (GSI) at locations along the Rogue River and the Grand River to evaluate whether PFAS contamination is venting to surface water above water quality criteria. Based on the GSI investigation, Wolverine may propose an interceptor system or other Response Activities to address PFAS contamination venting from groundwater to surface waters.

## TANNERY

### **67. How effective is the work that is being done at the Tannery?**

The Consent Decree requires Wolverine to do two types of work at the Tannery. The first is to continue its removal actions under the EPA Order. That work requires that Wolverine remove soils and solid wastes at the Tannery that contain CERCLA contaminants (metals and ammonia in particular). Although not directly related to PFAS, the work Wolverine does for EPA will also address some of the PFAS contamination at the Tannery. In addition, Wolverine will have to install an interceptor system at the Tannery. The interceptor system will collect groundwater containing PFAS and other contaminants and treat that water prior to the groundwater entering the Rogue River. The Consent Decree requires Wolverine to demonstrate that the interceptor system is effective within two years after it is installed. If it is not effective, Wolverine will be required to make modifications to the interceptor system. This is a performance-based remedy that requires a continued demonstration that the remedy is working.

### **68. What will happen to the Tannery property in the future?**

The Tannery is owned by Wolverine and it will be up to Wolverine what is done with the property. However, any future use of the property will need to comply with environmental regulations and any land use restrictions imposed under the Consent Decree.

### **69. What kind of notice will be provided to future landowners regarding the contamination at the Tannery Site?**

Wolverine will be required to place permanent and enforceable land and resource use restrictions on the Tannery property in accordance with Mich. Comp. Laws § 324.20121, and is bound by the notice provisions at Mich. Comp. Laws § 324.20116.

**AMOUNTS TO BE PAID UNDER CONSENT DECREE AND WOLVERINE'S  
FUTURE LIABILITY**

**70. Isn't \$69.5 million insufficient to cover both the extension of municipal water and the cost of environmental remediation?**

The \$69.5 million that Wolverine is paying Plainfield Charter Township under the Consent Decree is intended to cover (1) the extension of municipal water mains in the municipal water areas; (2) connection of homes in the municipal water areas to the water mains; (3) part of the costs of a replacement wellfield for the Versluis wellfield; and (4) part of the costs of an expanded granulated activated carbon filtration system for the water treatment plant. Wolverine is separately required to pay for its response activities under the Consent Decree and those costs are in addition to the \$69.5 million that will be paid to Plainfield Charter Township.

**71. What is the \$1.5 million that is set aside in the Consent Decree for?**

The \$1.5 million is to cover the State's costs to oversee, verify, and review Wolverine's work under the Consent Decree in the first ten years. This amount is based on the State's estimates of the amount of staff time and resources that will be necessary to oversee implementation of the Consent Decree. This amount does not cover and is not the same as the costs Wolverine will incur to conduct the Response Activities required by the Consent Decree.

**72. Paragraph 25.4 of the Consent Decree states that the Consent Decree supersedes the May 6, 1966 settlement between Wolverine and Plainfield Township and that compliance with the Consent Decree constitutes compliance with the 1966 settlement agreement. Does this mean that Wolverine is deemed to have been in compliance with the settlement agreement at all times since 1966 if it complies with the Consent Decree?**

Paragraph 25.4 relates to a previous settlement agreement entered between Plainfield Township and Wolverine. Plainfield Township and Wolverine, as the parties to that settlement, have elected to make the Consent Decree the controlling agreement, superseding the obligations under the 1966 settlement agreement. By the terms worked out between the Township and Wolverine deem future compliance with the Consent Decree to be compliance with the 1966 settlement agreement, the Township confirmed that compliance with the Consent Decree can only occur in the future, and thus Paragraph 25.4 Does not and cannot impact facts occurring in the past, prior to the effective date of the Consent Decree.

**73. Does signing the Consent Decree affect Wolverine's future liability for the extension of municipal water to other areas in the North Kent Study Area?**

The Consent Decree resolves the State and Townships' claims against Wolverine for PFAS contamination in the North Kent Study Area. Except under circumstances spelled out in the Reservations of Rights section (Sec. XXII), neither the State nor Townships will be able to file a new lawsuit in the future seeking the extension of municipal water in the North Kent Study Area. However, this Consent Decree does not resolve any claims that individual residents may have against Wolverine for their personal injuries or property damage.

**EFFECTS OF PFAS**

**74. What is the effect of showering in water contaminated with PFAS every day?**

This question falls outside the issues related to the proposed Consent Decree. However, the Michigan Department of Health and Human Services has stated that bathing in PFAS contaminated water is not a health concern. This information is available at:

[https://www.michigan.gov/documents/pfasresponse/PFAS Foam Fact Sheet 657070 7.pdf](https://www.michigan.gov/documents/pfasresponse/PFAS_Foam_Fact_Sheet_657070_7.pdf) and [https://www.michigan.gov/pfasresponse/0,9038,7-365-86704\\_86706---,00.html](https://www.michigan.gov/pfasresponse/0,9038,7-365-86704_86706---,00.html)

**75. What is the effect of watering vegetable gardens with water contaminated with PFAS?**

This question falls outside the issues related to the proposed Consent Decree. Additionally, at this time, there is not have enough research available to predict how much PFAS will end up in a specific crop, and there are no federal standards for PFAS levels in plants. Plant uptake of PFAS appears to vary based on a number of factors. Since people eat a variety of foods, the risk from the occasional consumption of produce grown in soil or irrigated with water contaminated with PFAS is thought to be low. More information regarding this issue can be found at: [https://www.michigan.gov/pfasresponse/0,9038,7-365-86704\\_86710---,00.html](https://www.michigan.gov/pfasresponse/0,9038,7-365-86704_86710---,00.html).

## GENERAL INQUIRIES

**76. Why do our property taxes continue to go up when our house is not worth as much?**

This question falls outside the issues related to the proposed Consent Decree. If you have concerns about your property taxes, you are encouraged to reach out to your local officials regarding those issues.

**77. Will residents have access to data collected through the groundwater investigations?**

Yes. The Consent Decree requires Wolverine to provide EGLE with the data collected in all the investigations required under the Consent Decree. EGLE will continue to make Wolverine's reports and data available to the public on its website and upon request.

**78. I previously lived in the community for a number of years and have since moved away. How can I get information regarding PFAS contamination levels in the home I previously lived in?**

EGLE maintains all the data collected from residential well sampling in the North Kent Study Area. If you would like information regarding a particular location, please contact EGLE to request that information.

**79. Why is Wolverine getting off with a slap on the hand?**

This Consent Decree resolves the State's and Townships' regulatory claims in the North Kent Study Area and requires Wolverine to comply with state and federal environmental laws. Wolverine is not only required to pay \$69.5 million to Plainfield Township to address municipal water issues, but must also continue operation and maintenance on certain filters, conduct residential well sampling, conduct an extensive groundwater investigation, monitor the stability of the PFAS contamination plumes, investigate contaminated groundwater venting to surface water, install an interceptor system at the Tannery, install a remedy at House Street, and provide financial assurance mechanisms to ensure that the remedies remain effective into the future. The State views the Consent Decree as a comprehensive resolution that is protective of public health and the environment and is in the best interest of the residents of the North Kent Study Area.

**80. Is the science EGLE and the Attorney General's office is basing their decisions on available to the public?**

Yes. Much of the data regarding the North Kent Study Area is available on EGLE's website at: [https://www.michigan.gov/pfasresponse/0,9038,7-365-86511\\_82704\\_83030---,00.html](https://www.michigan.gov/pfasresponse/0,9038,7-365-86511_82704_83030---,00.html). Further, any data that is not available online but is in EGLE's possession can be made available to the public pursuant to a FOIA request.

**81. I want to make sure that there are no loopholes in the Consent Decree that allow Wolverine to avoid cleaning up my community. What mechanisms are in the Consent Decree to ensure that Wolverine lives up to its obligations?**

First, once the Consent Decree is entered by the Court it becomes an enforceable Court Order and the State and Townships will be able to ask the Court to force Wolverine to comply if Wolverine does not live up to its obligations. In addition, the Consent Decree includes stipulated penalties that provide a built-in enforcement mechanism to ensure that work and submittals are timely completed. The Consent Decree also requires Wolverine to establish financial assurance mechanisms to secure its long-term obligations. These mechanisms are built into the Consent Decree to ensure that Wolverine lives up to the obligations that it has committed to.

**82. Why doesn't Part 201 require polluters to do more?**

This question falls outside the issues related to the proposed Consent Decree. If you have concerns about the strength of Michigan's environmental laws, you are encouraged to reach out to your local legislators to voice those concerns.