

1 85. Neither the filing of a petition to resolve a
2 dispute nor the payment of penalties shall alter in any way the
3 Settling Defendants' obligation to fully perform the requirements
4 of this Consent Decree.

5 86. The Settling Defendants may dispute EPA's right
6 to the stated amount of penalties by invoking the dispute
7 resolution procedures under Section XV. Penalties shall accrue
8 but need not be paid during the dispute resolution period. If
9 the District Court becomes involved in the resolution of the
10 dispute, the period of dispute shall end upon the rendering of a
11 decision by the District Court regardless of whether any party
12 appeals such decision. If the Settling Defendants do not prevail
13 upon resolution, the United States has the right to collect all
14 penalties which accrue prior to and during the period of dispute.
15 In the event of an appeal by Settling Defendants, such penalties
16 shall be placed into an escrow account until a decision has been
17 rendered by the final court of appeal. If the Settling
18 Defendants prevail upon resolution, no penalties shall be payable
19 and the sums held in the escrow account shall be refunded to the
20 Settling Defendants.

21 87. The following stipulated penalties shall be
22 payable per violation per day for any noncompliance identified in
23 paragraph 81 above.

<u>Amount/Day</u>	<u>Period of Noncompliance</u>
\$1,500	1st through 30th day
\$5,000	30th through 60th day
\$10,000	60th day and beyond

1 88. No payments made under this Section shall be tax
2 deductible.

3 89. Pursuant to 31 U.S.C. § 3717, interest shall
4 accrue on any amounts overdue at a rate established by the
5 Department of Treasury for any period after the date of billing.
6 A handling charge will be assessed at the end of each thirty day
7 late period, and a six percent per annum penalty charge will be
8 assessed if the penalty is not paid within ninety (90) calendar
9 days of the due date.

10 90. If the Settling Defendants fail to pay stipulated
11 penalties, the United States may institute proceedings to collect
12 the penalties. Notwithstanding the stipulated penalties
13 provisions of this Section, the United States may elect to assess
14 civil penalties and/or bring an action in U.S. District Court
15 pursuant to Section 109 of CERCLA, as amended, or other
16 applicable law, to enforce the provisions of this Consent Decree.
17 Payment of stipulated penalties shall not preclude the United
18 States from electing to pursue any other remedies or sanctions to
19 enforce this Consent Decree, including seeking additional
20 penalties for civil or criminal contempt proceedings, and nothing
21 shall preclude the United States from seeking statutory penalties
22 against the Settling Defendants for violations of any statutory
23 or regulatory requirements.

XVII. REIMBURSEMENT

91. Settling Defendants shall, jointly and severally, pay three hundred fifty four thousand, five hundred thirty six dollars (\$354,536.00) plus any interest due, in reimbursement of Past Response Costs through September 30, 1989, within thirty (30) calendar days of the entry of this Consent Decree, to the "EPA Hazardous Substances Response Superfund." Interest, including prejudgment interest, shall accrue on any amount owed after thirty (30) days of the Settling Defendants' receipt of EPA's special notice and formal demand letter and shall continue to accrue on any unpaid balance following the date of entry of this Consent Decree. In addition, Settling Defendants shall, jointly and severally, pay sixty (60) percent of EPA's Past Response Costs, plus any interest due, incurred from September 30, 1989 through the date of entry of this Consent Decree and not inconsistent with the National Contingency Plan, within thirty (30) calendar days of receipt of EPA's demand letter and Financial Management Cost Summary, to the "EPA Hazardous Substances Response Superfund." Interest shall accrue on any amount owed after thirty days of the Settling Defendants' receipt of EPA's formal demand letter. Such amounts shall be sent to the U.S. EPA Superfund, P.O. Box 371003M, Pittsburgh, Pennsylvania 15251, payable to "EPA Hazardous Substances Response Superfund" and shall contain the Site name and civil action number. A copy of such check with an explanatory transmittal letter shall be sent to the Director of the Hazardous Waste Division, EPA, Region

1 10, the EPA RPM and the EPA Hearing Clerk, Office of Regional
2 Counsel, EPA, Region 10.

3 92. The payments made under paragraph 91 of this
4 Section are for reimbursement of EPA's Past Response Costs plus
5 interest, incurred through the date of entry of this Consent
6 Decree, claimed by the United States in this action. Nothing
7 herein shall be construed as limiting the rights of the United
8 States to seek any cost recovery from liable persons not party to
9 this Consent Decree.

10 93. Settling Defendants shall, jointly and severally,
11 reimburse the United States for all Oversight Response Costs and
12 Future Response Costs plus interest from the date of entry of
13 this Consent Decree not inconsistent with the National
14 Contingency Plan incurred by the United States and EPA. The
15 United States shall send Settling Defendants a demand for
16 payment, by certified mail return receipt requested, which shall
17 include an EPA Region 10 Financial Management Office Cost Summary
18 of all direct and indirect costs incurred by EPA and the United
19 States and their contractors, on an annual basis, with each
20 demand to be made as soon as practicable after the anniversary
21 date of the entry of this Consent Decree. Payments shall be made
22 in the manner described in paragraph 91 within 30 days of
23 Settling Defendants' receipt of each demand for payment.

24 94. Copies of check(s) paid pursuant to paragraph 93,
25 and any accompanying transmittal letter(s), shall be sent to the
26 United States and EPA as provided in paragraph 93.

27

1 95. Settling Defendants may contest payment of any
2 Past Response Costs incurred during the period September 30, 1989
3 through the effective date of this Consent Decree and Oversight
4 Response Costs or Future Response Costs incurred after entry of
5 this Consent Decree pursuant to paragraph 93 if they determine
6 that EPA has made an accounting error or if they allege that a
7 cost item that is included represents costs incurred for efforts
8 undertaken in a manner that was inconsistent with the NCP. Such
9 objection shall be made in writing within 30 days of receipt of
10 the accounting and must be sent to the United States pursuant to
11 Section XV. Any such objection shall specifically identify the
12 contested Oversight Response Costs or Future Response Costs and
13 the basis for objection. In the event of an objection, which
14 shall be resolved under the dispute resolution procedures of
15 Section XV, the Settling Defendants shall within the 30 day
16 period remit a certified or cashier's check for an amount
17 covering any non-contested Oversight Response Costs or Future
18 Response Costs to the United States in the manner described in
19 paragraphs 91 and 93. The dispute resolution procedures of
20 Section XV shall apply. If EPA prevails in the dispute, the
21 Settling Defendants shall pay the amount due plus interest and
22 applicable charges pursuant to paragraph 96.

23 96. In the event that the payments required by
24 paragraphs 91 or 93 are not timely made, Settling Defendants
25 shall pay interest on the unpaid balance at the rate established
26 by the Department of the Treasury pursuant to 31 U.S.C. § 3717
27 and 4 C.F.R. 102.13. Settling Defendants shall, jointly and
28 ST. PAUL WATERWAY CONSENT DECREE - Page 55

1 severally, further pay: (i) a handling charge of one percent, to
2 be assessed at the end of each thirty-day late period, and (ii) a
3 six (6) percent per annum penalty charge, to be assessed if
4 Settling Defendants have not paid in full within ninety (90) days
5 after the payment is due. Payments made under this paragraph
6 shall be in addition to such other remedies or sanctions
7 available to EPA and the United States by virtue of Settling
8 Defendants' failure to make timely payments under this Section.
9 If Oversight Response Costs are outstanding at the time the
10 United States plans to terminate this Consent Decree, the
11 Settling Defendants shall, within thirty (30) calendar days of
12 the submission of an itemized cost statement and supporting
13 documentation by the United States, and before termination of
14 this Consent Decree, pay such oversight costs.

15 97. The Past Response Costs set forth in this Section
16 are not inconsistent with the NCP.

17
18 XVIII. COVENANT NOT TO SUE

19 98. In consideration of actions which will be
20 performed and payments which will be made by the Settling
21 Defendants under the terms of this Consent Decree, and except as
22 otherwise specifically provided in this Decree, the United States
23 on behalf of EPA and the federal Natural Resource Trustees, and
24 the other Natural Resource Trustees, covenant not to sue the
25 Settling Defendants or its officers, directors, employees,
26 agents, successors, trustees, or assigns, for "Covered Matters."
27 These covenants not to sue shall take effect upon receipt by EPA
28 ST. PAUL WATERWAY CONSENT DECREE - Page 56

1 of the payments required by paragraph 91 of this Decree and upon
2 receipt by the Natural Resource Trustees of the payments required
3 under the Settlement Agreement on Natural Resource Damages
4 attached hereto as Exhibit C. With respect to future liability,
5 these covenants not to sue shall take effect upon the date of
6 issuance of the Certification of Completion by EPA under
7 paragraph 124. The covenant not to sue DNR for natural resource
8 damages in the St. Paul Waterway Problem Area shall take effect
9 upon: (i) completion of the administrative review and
10 identification of properties referred to in the Settlement
11 Agreement, and (ii) receipt of DNR's written commitment to make
12 available properties, that are acceptable to the Natural Resource
13 Trustees, for the habitat restoration project referred to in the
14 Settlement Agreement. "Covered Matters" means the following:

15 (A) Exclusively with respect to the St. Paul Waterway
16 Problem Area, liability for any and all civil claims
17 available to the United States on behalf of EPA and
18 the federal Natural Resource Trustees, and the other
19 Natural Resource Trustees, under Sections 106 and 107
20 of CERCLA, Section 7003 of RCRA, and Section 311 of
21 the Federal Water Pollution Control Act for:

22 (1) A release or threat of release of hazardous
23 substances that was remedied by Work described in
24 this Consent Decree and the Superfund Completion
25 Report.

26 (2) Work performed in accordance with this
27 Consent Decree and Monitoring Plan.

1 (3) Recovery of Past Response Costs, Oversight
2 Response Costs, and Future Response Costs
3 associated with contaminated sediments within the
4 St. Paul Waterway Problem Area.

5 (4) Damages for injury to, destruction of, or
6 loss of natural resources under federal, state,
7 and tribal trusteeship.

8 (B) With respect to Simpson and Champion in the other
9 Problem Areas described in the ROD, liability for any
10 and all civil claims available to the United States on
11 behalf of EPA under Sections 106 and 107 of CERCLA and
12 Section 7003 of RCRA for:

13 (1) Other sediment remedial actions.

14 (2) Past Response Costs, Oversight Response
15 Costs, and Future Response Costs associated with
16 contaminated sediments.

17 (C) Covered Matters under this paragraph do not
18 include the Middle Waterway Problem Area described in
19 the ROD.

20 99. (i) The covenants not to sue set forth above do
21 not pertain to any matters other than those expressly specified
22 to be "Covered Matters." In addition, the following are
23 specifically identified as matters that are not "Covered
24 Matters:"

25 (A) Criminal liability.

1 (B) Claims based on a failure of the Settling
2 Defendants to meet the requirements of this Consent
3 Decree.

4 (C) Liability for violations of applicable federal,
5 state, or tribal law or regulation by a Settling
6 Defendant in carrying out this Consent Decree.

7 (D) Liability arising from hazardous substances that
8 are removed by or at the direction of a Settling
9 Defendant from the St. Paul Waterway Problem Area or
10 the Site after the effective date of this Consent
11 Decree, where such removal is not authorized by this
12 Consent Decree.

13 (E) Liability, including but not limited to, claims
14 for Response Costs, under applicable federal, state,
15 or tribal law or regulation arising from any future
16 release or threat of release of hazardous substances
17 not described in the ROD and supporting documents or
18 as a "Covered Matter."

19 (F) Any matters for which the United States is owed
20 indemnification under Section XXII hereof.

21 (G) Oversight Response Costs and Future Response
22 Costs, if incurred and not reimbursed to the United
23 States under paragraph 93.

24 (H) Liability under applicable federal, state, or
25 tribal law or regulation for contaminated sediments in
26 the Middle Waterway Problem Area.

1 (I) Liability for unknown conditions as described in
2 paragraph 100 of this Consent Decree.

3 (J) Liability for damages for injury to, destruction
4 of, or loss of natural resources, including damages
5 with respect to petroleum product releases occurring
6 after July 1, 1990, and excluding damages with respect
7 to the St. Paul Waterway Problem Area.

8 (K) Liability for releases of petroleum products or
9 hazardous substances (not described in the ROD and
10 supporting documents or as a "Covered Matter") at the
11 St. Paul Waterway Problem Area after July 1, 1990,
12 pursuant to Section 311 of the Federal Water Pollution
13 Control Act, as amended by the Oil Pollution Act of
14 1990, P.L. No. 101-380, 104 STAT. 484, or any other
15 applicable provision of that Act.

16 (ii) Settling Defendants reserve their right to
17 assert defenses under CERCLA, including but not limited to, the
18 defense set forth in Section 107(b)(3) of CERCLA, to any of the
19 matters described in subparagraphs (A) through (K) above.

20 21 XIX. RESERVATION OF RIGHTS

22 100. The United States on behalf of EPA and the
23 federal Natural Resource Trustees, and the other Natural Resource
24 Trustees on their own behalf, reserve, and this Consent Decree is
25 without prejudice to, all rights against Settling Defendants with
26 respect to all matters not described as Covered Matters,
27 including additional response Work at the St. Paul Waterway

1 Problem Area or the Site which are not covered by the covenant
2 not to sue. EPA and the Natural Resource Trustees maintain all
3 rights without reservation with respect to DNR in all Problem
4 Areas other than the St. Paul Waterway Problem Area. If
5 previously unknown conditions or information are discovered, as
6 defined in subparagraphs (A) and (B) below, the United States
7 reserves the right to: (i) perform additional response Work
8 caused by a release from the St. Paul Waterway Problem Area or
9 the Site; (ii) institute proceedings in this action or in a new
10 action seeking to compel the Settling Defendants to perform any
11 additional response Work at the St. Paul Waterway Problem Area or
12 the Site; or (iii) institute proceedings in this action or in a
13 new action seeking to compel the Settling Defendants to reimburse
14 the United States on behalf of EPA for its response costs
15 relating to the St. Paul Waterway Problem Area or the Site.

16 (A) Previously unknown conditions means:

17 (1) Conditions at the St. Paul Waterway Problem
18 Area or the Site, previously unknown to the
19 United States, are discovered after the date of
20 this Consent Decree; or

21 (2) Information, including scientific or
22 technical information, data, facts, or documents
23 is received, in whole or in part, or new analyses
24 of information not contained in the record for
25 the initial remedy selection decision are
26 completed, after the effective date of this
27 Consent Decree.

1 (B) EPA and the Natural Resource Trustees reserve
2 their rights if either EPA or the Natural Resource
3 Trustees find, based on these previously unknown
4 conditions or information described in subparagraph
5 (A), together with site-specific and any other
6 relevant information, that:

7 (1) The response action associated with
8 contaminated sediments in the St. Paul Waterway
9 Problem Area implemented under the provisions of
10 this Consent Decree is no longer protective of
11 human health or the environment, or

12 (2) A Settling Defendant is potentially liable
13 under Sections 106 or 107 of CERCLA with respect
14 to a release or threat of release of hazardous
15 substances at the Site resulting from:

16 (a) The acts or failure to act of that
17 Settling Defendant, or

18 (b) A facility or vessel owned or operated
19 by that Settling Defendant which is located
20 outside of the St. Paul Waterway Problem
21 Area, or

22 (c) Transportation or arrangement for
23 transport by that Settling Defendant for
24 disposal or treatment of such hazardous
25 substances.

26 (C) Settling Defendants reserve their right to assert
27 defenses under CERCLA, including but not limited to

1 the defenses set forth in Section 107(b)(3) of CERCLA,
2 to claims or actions brought under this paragraph.

3 101. If Settling Defendants fail to meet the
4 requirements of this Consent Decree, EPA shall provide written
5 notice to the Settling Defendants of such failure. Consistent
6 with this Consent Decree, EPA, independently or in conjunction
7 with the Natural Resource Trustees, may perform, or may require
8 the Settling Defendants to perform, any or all portions of Work
9 necessary to correct such failure. EPA reserves its rights
10 under Sections XVI through XX of this Decree to assess stipulated
11 penalties. EPA and the Puyallup Tribe reserve their rights to
12 seek recovery of costs incurred after the entry of the Consent
13 Decree that result from failure to meet the requirements of the
14 Consent Decree and that: (1) relate to any portion of the Work
15 funded or performed by EPA or the Puyallup Tribe; or (2) are
16 incurred by the United States or the Puyallup Tribe as a result
17 of having to seek judicial assistance to remedy conditions at or
18 adjacent to the St. Paul Waterway Problem Area or the Site. In
19 any proceeding for costs under this Decree, the Settling
20 Defendants shall have the burden of proving that costs claimed by
21 EPA and/or the Puyallup Tribe were for Work inconsistent with or
22 beyond the scope of this Consent Decree or were inconsistent with
23 the NCP.

24 102. Nothing in this Consent Decree shall constitute
25 or be construed as a release or a covenant not to sue regarding
26 any claim or cause of action against any person, firm, trust,
27 joint venture, partnership, corporation, or other entity not a

1 signatory to this Consent Decree for any liability it may have
2 arising out of or relating to the St. Paul Waterway Problem Area
3 or the Site. The United States, either on behalf of EPA or the
4 federal Natural Resource Trustees, or both, and the other Natural
5 Resource Trustees on their own behalf, expressly reserve the
6 right to sue any person other than the Settling Defendants, in
7 connection with the St. Paul Waterway Problem Area or any other
8 area at the Site.

9
10 XX. COVENANT BY SETTLING DEFENDANTS; ASSIGNMENT OF CLAIMS

11 103. Settling Defendants hereby covenant not to sue
12 and agree not to assert any claims or causes of action against
13 the United States, EPA, or the Natural Resource Trustees, for any
14 claims for costs, damages, or attorneys fees related to or
15 arising from "Covered Matters" including but not limited to any
16 direct or indirect claim for reimbursement from the Hazardous
17 Substance Superfund (established pursuant to the Internal Revenue
18 Code, 26 U.S.C. § 9507) pursuant to Sections 106(b)(2), 111, or
19 112, 42 U.S.C. §§ 9606(b)(2), 9611, or 9612, or NCP section
20 300.700(d) or (e). Nothing in this Consent Decree shall be
21 deemed to constitute preauthorization of a claim within the
22 meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or NCP
23 section 300.700(d).

24
25 XXI. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

26 104. Nothing in this Consent Decree shall be
27 construed to create any rights in, or grant any cause of action

1 to, any person not a party to this Consent Decree. Each of the
2 Settling Parties expressly reserves any and all rights, including
3 any right to contribution, defenses, claims, demands, and causes
4 of action which each party may have with respect to any matter,
5 transaction, or occurrence relating in any way to the St. Paul
6 Waterway Problem Area or the Site against any person not a party
7 hereto. In the event the United States and the Puyallup Tribe do
8 not recover all of their Past Response Costs, Oversight Response
9 Costs, and Future Response Costs related to the St. Paul Waterway
10 Problem Area or the Site, the United States and the Puyallup
11 Tribe shall have a first right of recovery against any non-
12 settling parties as provided in Section 113(f)(3)(C) of CERCLA.
13 Nothing in this Consent Decree shall limit the right of the
14 Settling Defendants to assert claims for contribution at any time
15 against non-settling parties.

16 105. With regard to claims for contribution against
17 Settling Defendants for matters addressed in this Consent Decree,
18 the parties hereto agree that the Settling Defendants are
19 entitled as of the effective date of this Consent Decree to such
20 protection from contribution actions or claims as provided in
21 CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2). "Matters addressed"
22 in this Consent Decree means:

23 (A) The sediment remedial action in and the natural
24 resource damages with respect to the St. Paul Waterway
25 Problem Area.

26 (B) Work performed in accordance with this Consent
27 Decree and Monitoring Plan.

1 (C) EPA's and the Natural Resource Trustees' Past
2 Response Costs and Oversight Response Costs that are
3 reimbursed by the Settling Defendants.

4 (D) The Future Response Costs of EPA or the Natural
5 Resource Trustees, if expended by them and reimbursed
6 by the Settling Defendants.

7 106. The Settling Defendants agree that with respect
8 to any suit or claim for contribution brought by or against them
9 for matters related to this Consent Decree they will notify the
10 representatives of EPA, the United States, and the other Natural
11 Resource Trustees, within 30 days of the initiation of service of
12 such suit or claim upon them.

13 107. In any subsequent administrative or judicial
14 proceeding initiated either by the United States or by the other
15 Natural Resource Trustees, or both, for injunctive relief,
16 recovery of response costs, or other appropriate relief relating
17 to the St. Paul Waterway Problem Area or any other area within
18 the Site, Settling Defendants shall not assert, and may not
19 maintain, any defense or claim based upon the principles of
20 waiver or claim-splitting, or based upon any contention that the
21 claims raised by the United States or the other Natural Resource
22 Trustees in the subsequent proceeding were or should have been
23 brought in the instant case; provided, that nothing in this
24 paragraph affects the enforceability of the covenants not to sue
25 set forth in Section XVIII. The terms of this Consent Decree
26 and the fact of entry of this Decree do not constitute claim-
27 splitting by any party.

1 XXII. INDEMNIFICATION; OTHER CLAIMS

2 108. The United States does not assume any liability
3 by entering into this Agreement or by virtue of any designation
4 of Settling Defendants as EPA's authorized representatives under
5 Section 104(e) of CERCLA. Simpson and Champion agree to
6 indemnify and save and hold harmless the United States, EPA, and
7 the Natural Resource Trustees, and/or their agents, employees and
8 representatives for or from any and all claims or causes of
9 action arising from acts or omissions of Simpson and Champion
10 and/or their officers, employees, agents, contractors,
11 subcontractors, representatives, and any persons acting on their
12 behalf or under their control, in carrying out activities
13 pursuant to this Consent Decree, including any claims arising
14 from any designation of Simpson and Champion as EPA's authorized
15 representatives under Section 104(e) of CERCLA. The United
16 States and the other Natural Resource Trustees shall not be held
17 out as a party to any contract entered into by or on behalf of
18 Settling Defendants in carrying out activities pursuant to this
19 Consent Decree. Neither Settling Defendants nor any such
20 contractor shall be considered an agent of the United States or
21 the other Natural Resource Trustees. EPA shall notify Settling
22 Defendants of any such claims or actions after receiving notice
23 that such a claim or action is anticipated or has been filed.

24 109. Simpson and Champion waive, and shall indemnify
25 and hold harmless the United States and the other Natural
26 Resource Trustees with respect to any claims for damages or
27 reimbursement from the United States or the other Natural

1 Resource Trustees, or for set-off of any payments made or to be
2 made to the United States or the other Natural Resource Trustees,
3 arising from or on account of any contract, agreement, or
4 arrangement between any one or more of Settling Defendants and
5 any person for performance of Work relating to the St. Paul
6 Waterway Problem Area, including claims on account of
7 construction delays. Nothing in this Consent Decree shall
8 constitute or be construed as a release from any claim, cause of
9 action or demand in law or equity against any person, firm,
10 partnership, corporation, or state or local government entity not
11 a signatory to this Consent Decree for any liability it may have
12 arising out of or relating in any way to the generation, storage,
13 treatment, handling, transportation, release, or disposal of any
14 hazardous substances, hazardous wastes, pollutants, or
15 contaminants found at, taken to, or taken from, the St. Paul
16 Waterway Problem Area or any other area within the Site.

17 110. EPA and the Natural Resource Trustees are not to
18 be construed as a party to, and do not assume any liability for,
19 any contract entered into by the Settling Defendants in carrying
20 out the activities under this Consent Decree. The proper
21 completion of the Work under this Consent Decree is solely the
22 responsibility of the Settling Defendants.

23
24 XXIII. INSURANCE/FINANCIAL RESPONSIBILITY

25 111. Simpson and Champion shall purchase and maintain
26 an insurance policy in an amount reasonably acceptable to the
27 United States, which shall protect the United States and the

1 public against any and all liability arising out of Settling
2 Defendants' and their contractors and other agents' acts or
3 omissions in performance of the Work under this Consent Decree
4 and Monitoring Plan. Prior to the entry of this Consent Decree,
5 Settling Defendants shall provide EPA with a certificate of
6 insurance and a copy of the insurance policy for approval by the
7 United States.

8
9 XXIV. ENDANGERMENT

10 112. In the event EPA determines or concurs in a
11 determination by another local, state, tribal or federal agency
12 that any activities pertaining to implementation of this Consent
13 Decree, or any other circumstances or activities at the St. Paul
14 Waterway Problem Area or surrounding Site, which causes or
15 threatens an unpermitted release of a hazardous substance(s), or
16 which may present an immediate threat or imminent and substantial
17 endangerment to the public health or welfare or the environment,
18 the EPA may order the Settling Defendants to stop further
19 implementation of this Consent Decree for such period of time as
20 needed to abate the danger and/or immediately undertake all
21 appropriate action to prevent, abate, or minimize such release or
22 endangerment. If the Settling Defendants object to any order by
23 the RPM, they may petition the Court to stay or set aside such
24 order. The filing of such a petition shall not operate to stay
25 the effectiveness of such order, nor shall it in any way operate
26 to preclude EPA from taking response actions, or from seeking to
27 enforce such order. During any stoppage of Work under this

1 Section, the Settling Defendants' obligations with respect to the
2 Work ordered to be stopped shall be suspended and the time
3 periods for performance of that Work, as well as the time period
4 for any other Work dependent upon the Work which stopped, shall
5 be extended, for such period of time as EPA determines is
6 reasonable under the circumstances, in no event less than the
7 time of the stoppage.

8 113. In the event of any action or occurrence during
9 the performance of the Work under this Consent Decree or
10 Monitoring Plan which causes or threatens a release of a
11 hazardous substance(s), which may threaten the integrity of the
12 sediment remedial action or affect the biological populations, or
13 which may present an immediate threat to public health, welfare,
14 or the environment, the Settling Defendants shall immediately
15 take all appropriate action to prevent, abate, or minimize such
16 release or endangerment, and shall immediately notify the EPA
17 RPM, or if unavailable, the EPA Emergency Response and
18 Investigations Section, Superfund Branch, EPA Region 10.
19 Settling Defendants shall take such action in accordance with all
20 applicable provisions of the Health and Safety and Contingency
21 Plans developed pursuant to the Monitoring Plan. In addition,
22 Settling Defendants agree to prohibit any and all activities that
23 will or may potentially threaten or impair the integrity of the
24 sediment remedial action for the St. Paul Waterway Problem Area,
25 or that will or may potentially impair the health of or recovery
26 of the biological populations in the St. Paul Waterway Problem
27 Area.

1 114. In the event that Settling Defendants fail to
2 take appropriate response action as required by this Section, and
3 EPA takes such action instead, Settling Defendants shall
4 reimburse EPA all costs of the response action not inconsistent
5 with the NCP. Payment of such costs or response shall be made in
6 the manner described in paragraph 93 of Section XVII, as
7 applicable, within thirty (30) days of Settling Defendants'
8 receipt of demand for payment and a Region 10 Financial
9 Management Office Cost Summary of all of the direct and indirect
10 costs incurred.

11 115. Any disagreements under this Section XXIV shall
12 be resolved through the dispute resolution procedures under
13 Section XV. Nothing in the preceding paragraphs 112, 113, and
14 114 shall be deemed to limit any authority of EPA, the United
15 States, or this Court to take, direct, or order all appropriate
16 action to protect human health and the environment or to prevent,
17 abate, or minimize an actual or threatened unpermitted release of
18 hazardous substance(s) at, or from the St. Paul Waterway Problem
19 Area or any other area within the Site.

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1 XXV. NOTICES

2 116. Whenever, under the terms of this Consent Decree,
3 notice is required to be given, or a report or other document is
4 required to be forwarded by one party to another, or service of
5 any papers or process is necessitated by the dispute resolution
6 provisions of Section XV hereof, such correspondence shall be
7 directed to the individuals at the addresses specified below.
8 Inadvertent failure to provide multiple copies to a party shall
9 not be considered noncompliance with this Consent Decree.

10
11 As to the United States or EPA:

12 Four copies to:

13 Lori Cohen, Remedial Project Manager
14 Superfund Branch (HW-113)
15 U.S. Environmental Protection Agency
16 Region 10
1200 Sixth Avenue
Seattle, Washington 98101

17 One copy to:

18 Allan Bakalian, Assistant Regional Counsel
19 Office of Regional Counsel
20 U.S. Environmental Protection Agency
Region 10
1200 Sixth Avenue
Seattle, Washington 98101

21 One copy to:

22 Assistant Attorney General
23 Environment and Natural Resources Division
24 U.S. Department of Justice
10th and Pennsylvania Avenue, N.W.
Washington, D.C. 20530
25 (DOJ Reference No. 90-11-3-363)

1 As to the Settling Defendants:

2 David McEntee
3 Environmental Manager
4 Simpson Tacoma Kraft Company
5 P.O. Box 2133
6 Portland Avenue
7 Tacoma, Washington 98401

8 Edward J. Reeve
9 Senior Counsel
10 Simpson Tacoma Kraft Company
11 1201 Third Avenue
12 Seattle, Washington

13 Kenneth S. Weiner
14 Preston Thorgrimson Shidler Gates & Ellis
15 5400 Columbia Center
16 Seattle, Washington 98104

17 James Carraway
18 Senior Manager, Special Projects
19 Environmental Affairs
20 Champion International Corporation
21 One Champion Plaza
22 Stamford, CT 06921

23 Ann J. Morgan
24 Manager, Division of Aquatic Lands
25 Washington Department of Natural Resources
26 John Cherberg Building
27 MS: QW-21
28 Olympia, Washington 98504

Christa L. Thompson
Office of the Attorney General
7th Floor
Highway License Building
Olympia, WA 98504

21 As to the Consulted Agencies, one copy each to:

22 Simpson Tacoma Kraft Mill Project Manager
23 Department of Ecology
24 Hazardous Waste Investigations and Cleanup
25 Program
26 Mail Stop PV-11
27 Olympia, Washington 98504-8711

1 Bill Sullivan
Environmental Department
2 Puyallup Tribe of Indians
2002 East 28th Street
3 Tacoma, Washington 98404

4 Morgan Bradley
Muckleshoot Indian Tribe
5 39015 - 172nd Avenue S.E.
Auburn, Washington 98002
6

7 Thom Hooper
Washington Department of Fisheries
115 General Administration Building
8 Olympia, Washington 98504

9 Tom Mumford
Washington Department of Natural Resources
10 Division of Aquatic Lands
900 - 47th Avenue N.E.
11 Olympia, Washington 98506

12 John Carleton
Washington Department of Wildlife
13 600 Capital Way N.
Olympia, Washington 98501-1091
14

15 Don Kane
United States Fish & Wildlife Services
Division of Ecological Services
16 2625 Parkmont Lane S.W., Building B-3
Olympia, Washington 98502
17

18 Chris Mebane
Coastal Resources Coordinator
NOAA
19 c/o EPA Region 10 (HW-113)
1200 Sixth Avenue
20 Seattle, Washington 98101

21 Charles S. Polityka
Regional Environmental Office
22 Department of Interior
1002 N.E. Holladay - Suite 354
23 Portland, Oregon 97232-4181

24 Ron Eggers
Bureau of Indian Affairs
25 Portland Area Office
P.O. Box 3785
26 Portland, Oregon 97208
27

1 Fred Gardner
2 Department of Ecology-Rowesix
3 4224 6th Avenue S.E.
4 Lacey, Washington 98503

5 Richard Du Bey
6 Special Environmental Counsel to the
7 Puyallup Tribe of Indians
8 3110 Bank of California Center
9 Seattle, WA 98164

10 XXVI. CONSISTENCY WITH NATIONAL CONTINGENCY PLAN

11 117. The United States and Settling Defendants agree
12 that Work required under this Consent Decree is consistent with
13 the provisions of the NCP pursuant to 42 U.S.C. § 9605.
14

15 XXVII. COMPLIANCE WITH LAWS

16 118. All actions carried out by the Settling
17 Defendants pursuant to this Consent Decree shall be done in
18 accordance with all applicable or relevant and appropriate
19 requirements under federal, state, and tribal, statutes, rules,
20 regulations and ordinances as required by Section 121 of CERCLA,
21 42 U.S.C. § 9601, and the National Contingency Plan, 40 C.F.R.
22 Part 300, as amended.

23 XXVIII. RESPONSE AUTHORITY

24 119. Except as provided in paragraph 98 ("covenant not
25 to sue"), nothing in this Consent Decree shall be deemed to limit
26 the response authority of EPA under 42 U.S.C. §§ 9604 and 9606,
27 or to alter the applicable legal principles governing the
28 judicial review of EPA's Record of Decision concerning remedial
29 action at the St. Paul Waterway Problem Area or the Site.

1 XXIX. MODIFICATION

2 120. (i) No modification shall be made to the text of
3 this Consent Decree without written notification to and written
4 approval of the Settling Parties and the Court. The notification
5 required by this paragraph shall set forth the nature of and
6 reasons for the requested modification. No oral modification of
7 the text of this Consent Decree shall be effective. Nothing in
8 this paragraph shall require the Settling Parties to amend the
9 text of this Consent Decree in order to make mutually agreed upon
10 revisions in the Exhibits herein, including the Monitoring Plan.

11 (ii) Minor modifications to the Exhibits herein that
12 do not materially alter the requirements of this Consent Decree
13 may be made with the written consent of the Settling Defendant's
14 Project Coordinator and EPA's RPM (see paragraph 68 above). Such
15 minor modifications include, for example, field decisions
16 relative to sample location, clarification of sampling techniques
17 to adapt to field conditions, reporting formats and schedules,
18 data evaluation techniques, and identification of parties to be
19 notified under paragraph 116. Minor modifications shall be
20 documented and ratified in writing and retained in the project
21 files of all parties. Minor modifications shall be documented in
22 the next report required under the Monitoring Plan.

23 (iii) If disagreements on modifications are not
24 within the scope of the contingency planning process, they shall
25 be resolved through the dispute resolution procedures in Section
26 XV above.

1 (iv) Nothing in this paragraph shall be deemed to
2 alter the Court's power to supervise or modify this Consent
3 Decree.
4

5 XXX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

6 121. The United States shall publish a notice of this
7 Consent Decree's availability for review and comment upon its
8 lodging with the United States District Court as a proposed
9 settlement in this matter pursuant to the provisions of 42 U.S.C.
10 § 9622(d)(2) and 28 C.F.R. § 50.7. The United States will
11 provide persons who are not parties to the proposed settlement
12 with the opportunity to file written comments during at least a
13 thirty (30) calendar day period following such notice. The
14 United States will file with the Court a copy of any comments
15 received and the response of United States to such comments.
16 After the close of the public comment period, the United States
17 reserves the right after review of such comments to withdraw or
18 withhold its consent to the Consent Decree if such comments
19 disclose facts or considerations which indicate that the proposed
20 settlement is inappropriate, improper, or inadequate. Settling
21 Defendants consent to the entry of this Consent Decree without
22 further notice, but reserve their right to withdraw or withhold
23 consent if revisions to the Consent Decree are made after the
24 close of the public comment period.
25
26
27

1 XXXI. COMMUNITY RELATIONS

2 122. This section sets forth an agreement between EPA,
3 Simpson, and Champion on providing information to the public on
4 the progress of the Work under this Consent Decree and on
5 Superfund activities at the St. Paul Waterway. The intent of
6 this section is for EPA, Simpson, and Champion to coordinate
7 these community relations activities. Other than as provided in
8 this Section, EPA, Simpson, and Champion are not limited in how
9 they respond to public inquiries on these matters.

10 (A) EPA shall be the lead agency for community
11 relations activities required by law, regulation, or
12 the Community Relations Plan for the Site. EPA shall
13 make final determinations on the text of any notices
14 or documents required by law, regulation, or the
15 Community Relations Plan (consistent with Section XII
16 regarding the availability of confidential and draft
17 material).

18 (B) EPA shall notify and invite Simpson and Champion
19 to participate in EPA's community relations activities
20 directed to the St. Paul Waterway Problem Area.
21 Simpson and Champion shall be provided the opportunity
22 to review draft fact sheets, press releases, and other
23 public notices. Simpson and Champion may also
24 participate in public meetings that are held or
25 sponsored by EPA to explain activities at or
26 concerning the St. Paul Waterway Problem Area. EPA
27 shall make final determinations on the text and

1 distribution of any of its community relations
2 documents.

3 (C) Simpson or Champion shall notify and invite EPA
4 to participate in their community relations activities
5 directed to the St. Paul Waterway Problem Area.

6 Simpson or Champion shall provide EPA the opportunity
7 to review draft fact sheets, press releases, and other
8 public notices. EPA may participate in public
9 meetings that are held or sponsored by Simpson or
10 Champion that concern the St. Paul Waterway Problem
11 Area. Any communications or notices issued by
12 Simpson or Champion independent of EPA's community
13 relations activities at the St. Paul Waterway Problem
14 Area shall be presented as separate and independent of
15 EPA's community relations activities.

16 (D) EPA's RPM and the Project Coordinator shall be
17 the contacts for coordination under this Section.

18
19 XXXII. EFFECTIVE AND TERMINATION DATES

20 123. Effective date. The effective date of this
21 Consent Decree shall be the date upon which it is entered by the
22 Court, except as otherwise provided herein.

23 124. Certification of Completion. The Settling
24 Defendants shall submit to EPA a Notice of Completion and a final
25 report called a Superfund Completion Report no later than thirty
26 (30) days after the date of the Regional Administrator's
27 signature on this Consent Decree. The final report must

1 summarize the Work performed and the performance standards
2 achieved and shall include or reference any supporting
3 documentation. Based upon its review of this report, the
4 supporting documentation, and the remedial activities conducted
5 at the St. Paul Waterway Problem Area, EPA will issue a
6 Certification of Completion for the St. Paul Waterway Problem
7 Area if the sediment remedial action has been satisfactorily
8 completed and has achieved standards of performance required
9 under this Consent Decree. The United States will not lodge this
10 Consent Decree until EPA has issued the Certification of
11 Completion.

12 125. Termination of Consent Decree. After EPA
13 determines that compliance with Section VII ("Performance of the
14 Work") is no longer required in order to assure that the sediment
15 remedial action remains protective of human health and the
16 environment, this Consent Decree shall be terminated upon motion
17 of any Settling Party and Order of this Court. Termination of
18 this Consent Decree shall not affect the "Covenant Not to Sue" in
19 Section XVIII, the "Reservation of Rights" in Section XIX, and
20 the "Effect of Settlement; Contribution Protection" in Section
21 XXI.

22
23 XXXIII. RETENTION OF JURISDICTION

24 126. This Court shall retain jurisdiction over this
25 matter for the purpose of enabling any of the Settling Parties to
26 apply to the Court at any time for such further order, direction,
27 and relief as may be necessary or appropriate for the

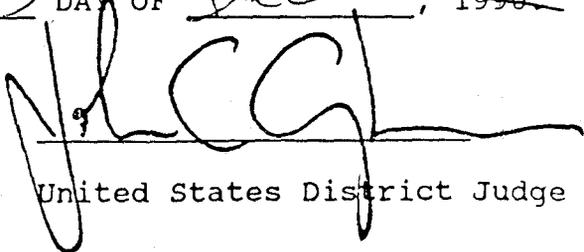
1 interpretation, construction, implementation, or modification of
2 this Consent Decree, or to effectuate or enforce compliance with
3 its terms, or to resolve disputes in accordance with Section XV
4 hereof.

5
6 XXXIV. SIGNATORIES

7 127. The undersigned representative of each Settling
8 Defendant to this Consent Decree, the Department of Justice, the
9 Environmental Protection Agency, and each of the Natural Resource
10 Trustees, certifies that he or she is fully authorized to enter
11 into the terms and conditions of this Consent Decree and to
12 execute and legally bind such party to this document.

13 128. Each Settling Defendant shall identify, on the
14 attached signature page, the name and address of an agency who is
15 authorized to accept service of process by mail on behalf of that
16 party with respect to all matters arising under or relating to
17 this Consent Decree. Settling Defendants hereby agree to accept
18 service in that manner and to waive the formal service
19 requirements set forth in Rule 4 of the Federal Rules of Civil
20 Procedure, including service of summons, any applicable local
21 rules of this Court.

22 SO ORDERED THIS 13 DAY OF Dec, ¹⁹⁹¹~~1990~~

23
24 
25 United States District Judge
26
27

1 THE UNDERSIGNED SETTLING PARTIES enter into this
2 Consent Decree in the matter of United States v. Simpson Tacoma
3 Kraft Company, et al., relating to the St. Paul Waterway Problem
4 Area of the Commencement Bay Nearshore/Tideflats Superfund Site.
5 FOR THE UNITED STATES OF AMERICA

6 By: *Barbara A. Brown* Dated: 6-5-91

7 Assistant Attorney General
8 Environment and Natural Resources
9 Division
10 U.S. Department of Justice
11 Washington, D.C. 20530

11 By: *Kalyn Flickinger* Dated: Nov 1 1991

12 Kalyn/Cherie Free, Thomas W. Swegle
13 Nancy Flickinger
14 Attorney
15 Environment and Natural Resources
16 Division
17 U.S. Department of Justice
18 Washington, D.C. 20536

16 By: *Susan L. Barnes* Dated: 6/13/91

17 Assistant United States Attorney
18 3600 Seafirst Fifth Avenue Plaza
19 800 Fifth Avenue
20 Seattle, Washington 98104

20 By: *Thomas J. Pillmore* Dated: September 27, 1990

21 Regional Administrator
22 EPA, Region 10
23 Seattle, Washington 98101

23 By: *Bob Gold* Dated: September 27, 1990

24 for
25 Allan Bakalian
26 Assistant Regional Counsel
27 EPA, Region 10
28 Seattle, Washington 98101

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By: Raymond B. Ludwiczewski Dated: 3/7

Raymond B. Ludwiczewski
Acting Assistant Administrator
Office of Enforcement
Environmental Protection Agency
Washington, D.C.

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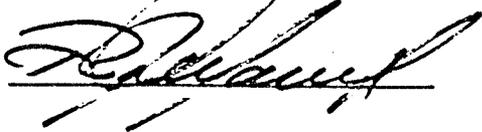
SIMPSON TACOMA KRAFT COMPANY

By: *J. T. Roach*
Vice President and
Chief Financial Officer

Dated: September 27, 1990

1 CHAMPION INTERNATIONAL CORPORATION

2
3 By:



Dated:

9/27/90

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1 WASHINGTON DEPARTMENT OF NATURAL RESOURCES

2 By: James A. Starrs

Dated: Sept. 27, 1990

3
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5
6 For matters arising under or relating to the Consent Decree, service may be
7 made on the Office of the Attorney General, Christa L. Thompson, Assistant
8 Attorney General, Natural Resources Division, Highways-Licenses Building,
9 M.S. PB-71 Olympia, WA 98504
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1 THE WASHINGTON DEPARTMENT OF ECOLOGY

2 By: Carol L. Fleskes

Dated: 1/9/91

3
4 By: Jay G. Manning
5 Jay G. Manning
6 Assistant Attorney General
State of Washington

Dated: 1/9/91

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1 THE MUCKLESHOOT INDIAN TRIBE

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3 By:

Wiljina Cross

Dated:

3-28-91

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EXHIBITS

Exhibit A	Monitoring and Contingency Plan
Exhibit B	Record of Decision
Exhibit C	Settlement Agreement on Natural Resource Damages
Exhibit D	Superfund Completion Report
Exhibit E	Cost Allocation Summary

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UNITED STATES v. SIMPSON TACOMA KRAFT COMPANY, CHAMPION INTERNATIONAL, AND WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES (ST. PAUL WATERWAY CONSENT DECREE);

ENVIRONMENTAL PROTECTION AGENCY REGION 10 AGREEMENT AND CONCURRENCE

The ENVIRONMENTAL PROTECTION AGENCY REGION 10, signatory to the St. Paul Waterway Consent Decree on September 27, 1990, hereby acknowledges and concurs with the following modification and addition to Paragraph 99(J) and (K) on page 60 of the St. Paul Waterway Consent Decree:

"(J) Liability for damages for injury to, destruction of, or loss of natural resources, including damages with respect to petroleum product releases occurring after July 1, 1990, and excluding damages with respect to the St. Paul Waterway Problem Area.

(K) Liability for releases of petroleum products or hazardous substances (not described in the ROD and supporting documents or as a "Covered Matter") at the St. Paul Waterway Problem Area after July 1, 1990, pursuant to Section 311 of the Federal Water Pollution Control Act, as amended by the Oil Pollution Act of 1990, P.L. No. 101-380, 104 STAT. 484, or any other applicable provision of that Act."

The Environmental Protection Agency Region 10 further agrees by executing this Agreement and Concurrence that the St. Paul Waterway Consent Decree, as revised and circulated to the parties on November 28, 1990, incorporating the above-referenced modification and addition, will supersede, for purposes of these revisions, the prior version of the Consent Decree executed by the Environmental Protection Agency.

This Agreement and Concurrence will be attached to the Environmental Protection Agency Region 10's previously executed signature page to the St. Paul Waterway Consent Decree.

ENVIRONMENTAL PROTECTION AGENCY

By: Dana A. Rasmussen
Dana A. Rasmussen
Regional Administrator

Dated: December 21, 1990

By: Allan B. Bakalian
Allan B. Bakalian
Assistant Regional Counsel

Dated: December 21, 1990

UNITED STATES v. SIMPSON TACOMA KRAFT COMPANY, CHAMPION
INTERNATIONAL, AND WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES (ST. PAUL WATERWAY CONSENT DECREE); SETTling PARTIES
AGREEMENT AND CONCURRENCE

The undersigned representative of the SIMPSON TACOMA KRAFT COMPANY, a Settling Party to this action, hereby acknowledges and concurs with the Environmental Protection Agency's following modification and addition to Paragraph 99(J) and (K) on page 60 of the St. Paul Waterway Consent Decree previously executed by the undersigned Settling Party:

"(J) Liability for damages for injury to, destruction of, or loss of natural resources, including damages with respect to petroleum product releases occurring after July 1, 1990, and excluding damages with respect to the St. Paul Waterway Problem Area.

(K) Liability for releases of petroleum products or hazardous substances (not described in the ROD and supporting documents or as a "Covered Matter") at the St. Paul Waterway Problem Area after July 1, 1990, pursuant to Section 311 of the Federal Water Pollution Control Act, as amended by the Oil Pollution Act of 1990, P.L. No. 101-380, 104 STAT. 484, or any other applicable provision of that Act."

The undersigned representative further agrees by executing this Agreement and Concurrence that EPA's November 27, 1990, revised St. Paul Waterway Consent Decree, incorporating the above-referenced modification and addition, will supersede, for purposes of these revisions, the prior version of the Consent Decree executed by such Settling Party.

This Agreement and Concurrence will be attached to the Settling Parties' previously executed signature pages to the St. Paul Waterway Consent Decree.

SIMPSON TACOMA KRAFT COMPANY

By: 

Dated: December 12, 1990

857

UNITED STATES v. SIMPSON TACOMA KRAFT COMPANY, CHAMPION INTERNATIONAL, AND WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES (ST. PAUL WATERWAY CONSENT DECREE); SETTling PARTIES AGREEMENT AND CONCURRENCE

The undersigned representative of the PUYALLUP TRIBE OF INDIANS, a Settling Party to this action, hereby acknowledges and concurs with the Environmental Protection Agency's following modification and addition to Paragraph 99(J) and (K) on page 60 of the St. Paul Waterway Consent Decree previously executed by the undersigned Settling Party:

"(J) Liability for damages for injury to, destruction of, or loss of natural resources, including damages with respect to petroleum product releases occurring after July 1, 1990, and excluding damages with respect to the St. Paul Waterway Problem Area.

(K) Liability for releases of petroleum products or hazardous substances (not described in the ROD and supporting documents or as a "Covered Matter") at the St. Paul Waterway Problem Area after July 1, 1990, pursuant to Section 311 of the Federal Water Pollution Control Act, as amended by the Oil Pollution Act of 1990, P.L. No. 101-380, 104 STAT. 484, or any other applicable provision of that Act."

The undersigned representative further agrees by executing this Agreement and Concurrence that EPA's November 27, 1990, revised St. Paul Waterway Consent Decree, incorporating the above-referenced modification and addition, will supersede, for purposes of these revisions, the prior version of the Consent Decree executed by such Settling Party.

This Agreement and Concurrence will be attached to the Settling Parties' previously executed signature pages to the St. Paul Waterway Consent Decree.

PUYALLUP TRIBE OF INDIANS

By: _____

Henry John

Dated: _____

12/5/90

UNITED STATES v. SIMPSON TACOMA KRAFT COMPANY, CHAMPION
INTERNATIONAL, AND WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES (ST. PAUL WATERWAY CONSENT DECREE); SETTLING PARTIES
AGREEMENT AND CONCURRENCE

The undersigned representative of the WASHINGTON DEPARTMENT OF NATURAL RESOURCES, a Settling Party to this action, hereby acknowledges and concurs with the Environmental Protection Agency's following modification and addition to Paragraph 99(J) and (K) on page 60 of the St. Paul Waterway Consent Decree previously executed by the undersigned Settling Party:

"(J) Liability for damages for injury to, destruction of, or loss of natural resources, including damages with respect to petroleum product releases occurring after July 1, 1990, and excluding damages with respect to the St. Paul Waterway Problem Area.

(K) Liability for releases of petroleum products or hazardous substances (not described in the ROD and supporting documents or as a "Covered Matter") at the St. Paul Waterway Problem Area after July 1, 1990, pursuant to Section 311 of the Federal Water Pollution Control Act, as amended by the Oil Pollution Act of 1990, P.L. No. 101-380, 104 STAT. 484, or any other applicable provision of that Act."

The undersigned representative further agrees by executing this Agreement and Concurrence that EPA's November 27, 1990, revised St. Paul Waterway Consent Decree, incorporating the above-referenced modification and addition, will supersede, for purposes of these revisions, the prior version of the Consent Decree executed by such Settling Party.

This Agreement and Concurrence will be attached to the Settling Parties' previously executed signature pages to the St. Paul Waterway Consent Decree.

WASHINGTON DEPARTMENT OF NATURAL RESOURCES

By:

James N. Stearns

Dated: Dec. 6, 1990

UNITED STATES v. SIMPSON TACOMA KRAFT COMPANY, CHAMPION
INTERNATIONAL, AND WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES (ST. PAUL WATERWAY CONSENT DECREE); SETTLING PARTIES
AGREEMENT AND CONCURRENCE

The undersigned representative of the WASHINGTON DEPARTMENT OF ECOLOGY, a Settling Party to this action, hereby acknowledges and concurs with the Environmental Protection Agency's following modification and addition to Paragraph 99(J) and (K) on page 60 of the St. Paul Waterway Consent Decree previously executed by the undersigned Settling Party:

"(J) Liability for damages for injury to, destruction of, or loss of natural resources, including damages with respect to petroleum product releases occurring after July 1, 1990, and excluding damages with respect to the St. Paul Waterway Problem Area.

(K) Liability for releases of petroleum products or hazardous substances (not described in the ROD and supporting documents or as a "Covered Matter") at the St. Paul Waterway Problem Area after July 1, 1990, pursuant to Section 311 of the Federal Water Pollution Control Act, as amended by the Oil Pollution Act of 1990, P.L. No. 101-380, 104 STAT. 484, or any other applicable provision of that Act."

The undersigned representative further agrees by executing this Agreement and Concurrence that EPA's November 27, 1990, revised St. Paul Waterway Consent Decree, incorporating the above-referenced modification and addition, will supersede, for purposes of these revisions, the prior version of the Consent Decree executed by such Settling Party.

This Agreement and Concurrence will be attached to the Settling Parties' previously executed signature pages to the St. Paul Waterway Consent Decree.

WASHINGTON DEPARTMENT OF ECOLOGY

By: Carol L. Fleashes

Dated: January 9, 1991

UNITED STATES v. SIMPSON TACOMA PAPER COMPANY, CHAMPION
INTERNATIONAL, AND WASHINGTON STATE DEPARTMENT OF NATURAL
RESOURCES (ST. PAUL WATERWAY CONSENT DECREE); SETTLING PARTIES
AGREEMENT AND CONCURRENCE

The undersigned representative of the CHAMPION INTERNATIONAL CORPORATION, a Settling Party to this action, hereby acknowledges and concurs with the Environmental Protection Agency's following modification and addition to Paragraph 99(J) and (K) on page 60 of the St. Paul Waterway Consent Decree previously executed by the undersigned Settling Party:

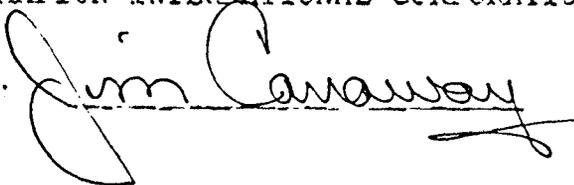
Liability for damages for injury to, destruction of, or depletion of natural resources, including damages with respect to petroleum product releases occurring after July 1, 1990, and other releases with respect to the St. Paul Waterway Problem Area.

Liability for releases of petroleum products or toxic substances (not described in the ROD or other existing documents or as a "Covered Matter") in the St. Paul Waterway Problem Area after July 1, 1990, pursuant to Section 311 of the Federal Water Pollution Control Act, as amended by the Oil Pollution Act of 1990, P.L. No. 101-58 (16 U.S.C. 1354), or any other applicable provision of that Act.

The undersigned representative further agrees that this Agreement and Concurrence that the EPA's member of the St. Paul Waterway Consent Decree, Champion International Corporation, shall incorporate the above-referenced modification and addition, with the above-referenced revisions, the prior version of the Decree, executed by such Settling Party.

This Agreement and Concurrence will be incorporated into the St. Paul Waterway Consent Decree, as previously executed by the Settling Party.

CHAMPION INTERNATIONAL CORPORATION



1-15-91