

Honorable Barbara J. Rothstein

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA, THE STATE)
OF WASHINGTON, AND THE TULALIP)
TRIBES OF WASHINGTON)

Plaintiffs,)

v.)

ACE TANK CO., BILL PIERRE FORD CO.,)
BROADMOOR GOLF CLUB, CROWLEY MARINE)
SERVICES CO., DELTA MARINE, INC.,)
EVERGREEN-WASHELLI, INC., MEHRER)
DRYWALL, INC., MCFARLAND WRECKING)
CO., PEOPLE'S NATIONAL BANK, N.A.,)
SATO CORP., SEAFOOD PROCESSING, INC.,)
SEATTLE GOLF CLUB, SMITH & SON, INC.,)

Defendants.)

CIVIL ACTION NO.
C98-300-R

~~RECEIVED~~ *APR.*
ORDER GRANTING
MOTION TO ENTER
CONSENT DECREE

RELATED CASES:
C98-152-D
C97-1648-WD

This Court, having fully considered the Motion of the trustees for natural resources at the Tulalip Landfill Superfund Site to Enter the De Minimis Natural Resources Consent Decree, hereby APPROVES the settlement embodied in the Consent Decree, and ORDERS that it shall be entered by the Clerk of the Court. this 19th day of October, 1998.

Barbara J. Rothstein
UNITED STATES DISTRICT JUDGE

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AT SEATTLE
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WESTERN DISTRICT OF WASHINGTON
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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY
BY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,
THE STATE OF WASHINGTON, AND THE
TULALIP TRIBES OF WASHINGTON

Plaintiffs,

v.

ACE TANK CO., BILL PIERRE FORD CO.,
BROADMOOR GOLF CLUB, CROWLEY MARINE
SERVICES CO., DELTA MARINE, INC.,
EVERGREEN-WASHELLI, INC., MEHRER
DRYWALL, INC., MCFARLAND WRECKING CO.,
PEOPLE'S NATIONAL BANK, N.A., SATO
CORPORATION, SEAFOOD PROCESSING, INC.,
SEATTLE GOLF CLUB, SMITH & SON, INC.,

Defendants.

C98-0300R

CIVIL ACTION NO.

RELATED CASE:
NO. C97-152-D

DE MINIMIS CONSENT DECREE FOR NATURAL RESOURCE DAMAGES

This Consent Decree is made and entered into by the United States of America, the Washington Department of Ecology on behalf of the State of Washington, and the Tulalip Tribes of Washington, as their respective interests appear in the complaint, including as trustees for natural resources (collectively referred to as "Plaintiffs") and the above-named defendants (collectively referred to as "Participating Parties").

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Seattle, WA 98115
(206) 526-6617

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1 I. INTRODUCTION

2 1. The Plaintiffs allege that the Tulalip Landfill is
3 located on Ebey Island between Steamboat Slough and Ebey Slough
4 in the Snohomish River delta system between Everett and
5 Marysville, Washington. Ebey Island is located in Snohomish
6 County, Township 30N, Range 5E, Section 32. The Tulalip Landfill
7 Superfund Site ("the Site"), located within the Tulalip Indian
8 Reservation, occupies approximately 147 acres of the western
9 portion of Ebey Island, just to the west of Interstate 5 and the
10 Burlington Northern Railroad. The landfill area ("the Tulalip
11 Landfill") is bordered by a berm and is surrounded primarily by
12 wetlands in the form of freshwater and brackish water marshes.
13 To the west of the landfill area are approximately 160 acres of
14 salt marsh.

15 2. The Plaintiffs allege that in 1964, The Tulalip Tribes,
16 a Section 17 Corporation federal corporation chartered pursuant
17 to Section 17 of the Indian Reorganization Act, as amended, 25
18 U.S.C. § 477, leased the Site to Seattle Disposal Company for a
19 period of 10 years. From 1964 to 1979, Seattle Disposal Company,
20 its general partners J. Razore, J. Banchemo, and other partners,
21 and Marine Disposal Company, operated the Site, then known as the
22 "Big Flats Landfill," as a disposal site for commercial and
23 industrial waste. The Plaintiffs allege that waste material
24 collected in King County, Snohomish County, and communities in
25 and around the Puget Sound region, including waste materials

1 containing hazardous substances generated or transported by the
2 Participating Parties, was delivered to the Site by a variety of
3 methods. Seattle Disposal Company and other parties, including
4 entities now operated by Washington Waste Hauling and Recycling,
5 Inc. and Waste Management Inc., transported waste material using
6 barges and other vessels directly from Seattle to the Site by way
7 of Puget Sound. Other parties, including Rubatino Refuse
8 Removal, Inc., directly delivered waste material to the Site. In
9 1979, the landfill was closed and capped pursuant to the Rivers
10 and Harbors Act of 1899, 33 U.S.C. §§ 403 and 407, and the
11 Federal Water Pollution Control Act, 33 U.S.C. §§ 1311, 1319,
12 1342, and 1344, pursuant to a consent decree entered in the
13 United States District Court for the Western District of
14 Washington on October 19, 1977, No. C77-721M. Additional capping
15 materials, including construction debris and earthen materials,
16 were placed on the source area by other parties after the 1979
17 consent decree closure, pursuant to the NPDES permit.

18 3. The Plaintiffs allege that hazardous substances within
19 the definition of Section 101(14) of the Comprehensive
20 Environmental Response, Compensation and Liability Act
21 ("CERCLA"), 42 U.S.C. § 9601(14), have been released into the
22 environment from the Site as a result of Participating Parties'
23 disposal activities. Hazardous substances have been found in
24 soils in and around the Site, in sediments around the Site, in
25 leachate emanating from the Site, and in ground water at the

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1 | Site. Hazardous substances of concern found in soils and
2 | sediments include benzo(a)anthracene, benzo(a)pyrene,
3 | benzo(b)flouranthene, benzo(k)flouranthene, bis(2-
4 | ethylhexyl)phthalate, chrysene, 1,4-dichlorobenzene,
5 | flouranthene, fluorine, naphthalene, N-nitroso-di-n-propylamine,
6 | polychlorinated biphenyls (PCBs), and pyrene. Metals were also
7 | found at the Site, including arsenic, lead, and chromium.
8 | Samples of leachate flowing from the Site have shown levels of
9 | arsenic, barium, cadmium, iron, zinc, manganese, toluene,
10 | ethylbenzene, PCBs, and acenaphthene.

11 | 4. The Plaintiffs allege that, as a result of these
12 | releases of hazardous substances, injuries to, destruction or
13 | losses of natural resources have occurred at the Site, and that
14 | such injuries, destruction or losses are compensable under
15 | Section 107(a)(4)(C) of CERCLA, 42 U.S.C. § 9607(a)(4)(C), and
16 | the Model Toxics Control Act ("MTCA"), Ch. 70.105D RCW.

17 | 5. Plaintiffs have filed, contemporaneously with the
18 | lodging of this Consent Decree, a civil complaint alleging that
19 | Participating Parties are liable under Section 107 of CERCLA, 42
20 | U.S.C. § 9607, and Ch. 70.105D RCW, to the Plaintiffs for damages
21 | for the injury to, destruction of or loss of natural resources
22 | caused by the release of hazardous substances at or from the
23 | Site.

24 | 6. Information currently known to the Plaintiffs,
25 | including the United States Environmental Protection Agency

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1 ("EPA"), indicates that the amount of hazardous substances
2 contributed to the Site by each Participating Party is minimal
3 when compared to the total amount of the hazardous substances at
4 the Site, and that the toxic or other hazardous effects of the
5 substances contributed by each Participating Party to the Site do
6 not contribute disproportionately to the cumulative toxic or
7 other hazardous effects of the hazardous substances at the Site.
8 This includes any materials contributed by a Participating Party
9 that were placed on the source area after the 1979 consent decree
10 closure of the Site. Attachment A to this Consent Decree lists
11 the volume of hazardous substances contributed to the Site by
12 each Participating Party, based on available information.

13 7. The Purposes of this Consent Decree are to resolve the
14 liability of the Participating Parties for claims for Natural
15 Resource Damages resulting from releases of hazardous substances
16 at or from the Tulalip Landfill, and to resolve all counter-
17 claims and cross-claims which may arise out of or relate to such
18 claims, to protect the Participating Parties against claims for
19 contribution regarding Covered Matters.

20 8. The parties recognize, and this Court finds, that the
21 parties have negotiated this Consent Decree in good faith, and
22 that implementation of this Consent Decree will avoid lengthy and
23 protracted litigation, is fair, equitable, and in the public
24 interest, and will expedite restoration of natural resources.

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1 NOW, THEREFORE, the parties agree, and it is hereby ORDERED
2 ADJUDGED, AND DECREED as follows:
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5 **II. PARTIES**

6 **A. Plaintiffs**

7 9. "United States" means the United States of America, in
8 all its capacities, including inter alia all departments,
9 administrations, natural resource trustees, and agencies of the
10 Federal Government.

11 10. The "Tulalip Tribes of Washington" is a federally
12 recognized Indian tribe organized under Section 16 of the Indian
13 Reorganization Act of 1934, as amended, 25 U.S.C. § 476, and is
14 the successor in interest to the Snohomish, Snoqualmie, Skykomish
15 and other tribes and bands party to the Treaty of Point Elliot.

16 11. The "Department of Ecology" means the Washington
17 Department of Ecology as designated state trustee pursuant to
18 Section 107(f) of CERCLA, and 40 C.F.R. Part 300, Subpart G, and
19 in its statutory role under MTCA, Ch. 70.105D, RCW.

20 12. "The State of Washington" or "the State" means the
21 State of Washington, including inter alia all departments,
22 administrations, natural resource trustees and agencies thereof.

23 **B. Participating Parties**

24 13. "Participating Parties" means and includes each and
25 every person, company, corporation or other entity which is a

1 signatory-defendant to this Consent Decree by virtue of the
2 signature of the party or his or her or its authorized agent on a
3 signature page of this Consent Decree.

4
5 **III. JURISDICTION**

6 14. This Court has jurisdiction over this Consent Decree
7 under Sections 107(a) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a)
8 & 9613(b), 28 U.S.C. §§ 1331 & 1345, and 28 U.S.C. Sec. 1367.

9 **IV. DEFINITIONS**

10 15. Whenever the following capitalized terms are used in
11 this Consent Decree, they shall have the following meaning:

12 a. "Final Approval" shall mean the earliest date on
13 which all of the following have occurred: (1) the Court has
14 approved and entered the Consent Decree as a judgment, without
15 modifying the Consent Decree prior to or at the time of approval
16 in a manner inconsistent with the parties' intentions; and (2)
17 the time for appeal from that judgment has expired without the
18 filing of an appeal, or the judgement has been upheld on appeal
19 and either the time for further appeal has expired without the
20 filing of a further appeal or no further appeal is allowed.

21 b. "Natural Resources" include land, fish, wildlife,
22 biota, air, water, groundwater, drinking water supplies, and
23 other such resources belonging to, managed by, held in trust by,
24 appertaining to, or otherwise controlled by the United States

1 (including the resources of the exclusive economic zone), the
2 State of Washington or the Tulalip Tribes of Washington.

3 c. "Natural Resource Damages" means compensatory and
4 remedial relief recoverable by the Federal, State and Tribal
5 Trustees of Natural Resources on behalf of the public or tribal
6 members for injury to, destruction of, or loss of use of any and
7 all Natural Resources resulting from the release of hazardous
8 substances, including (1) costs of damage assessment; (2)
9 compensation for loss, injury, impairment, damage or destruction
10 of Natural Resources, whether temporary or permanent, or for loss
11 of use value, non-use value, passive value, option value, amenity
12 value, bequest value, existence value, consumer surplus, economic
13 rent, or any similar value of Natural Resources; (3) any
14 diminution in value of Natural Resources pending restoration; and
15 (4) costs of restoring, rehabilitating, replacing, or acquiring
16 the equivalent of the Natural Resources.

17 d. "Covered Matters" means any civil or
18 administrative liability Participating Parties, individually or
19 collectively, may have to the United States, the State of
20 Washington the Tulalip Tribes of Washington, or any other
21 individual or entity for any claim under 42 U.S.C. §§
22 9607(a)(4)(c) & 9607(f), 33 U.S.C. § 1321, 33 U.S.C. § 2701,
23 chapter 70.105D RCW, chapter 90.48 RCW, or any other federal,
24 state, tribal or common law, for Natural Resource Damages

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1 resulting from releases of hazardous substances at or from the
2 Tulalip Landfill.

3 **V. PAYMENT AND RELATED MATTERS**

4 16. Within 30 days of the entry of this Consent Decree,
5 each Participating Party shall deliver a certified check payable
6 to Clerk, United States District Court, Western District of
7 Washington, in the amount corresponding to the de minimis tier to
8 which it belongs as set forth in Attachment B hereto, to:

9 Barbara Brouner
10 Financial Litigation Unit
11 Office of the United States Attorney
12 3600 SeaFirst Fifth Avenue Plaza
13 800 Fifth Avenue
14 Seattle, WA 98104

15 Each certified check submitted by each Participating Party shall
16 reference the "Tulalip Landfill de minimis NRD Settlement."

17 17. Each Participating Party shall provide written
18 notification of the aforesaid delivery to the persons designated
19 in Paragraph 30 immediately after it is made. Each Participating
20 Party's obligation to make such delivery for subsequent deposit
21 to the Registry is a contractual obligation to Plaintiffs
22 effective as of the day of lodging of the Decree and is
23 enforceable as a contract regardless of when the Decree is
24 entered by the Court.

25 18. The Office of the United States Attorney shall deposit
26 the payments referred to in Paragraph 16 into the Registry of the

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1 Court in accordance with the accompanying Order Directing the
2 Deposit of Funds into the Registry of the Court. (Attachment C).

3 19. All funds paid by Participating Parties shall remain in
4 the Court Registry and shall not be returned to Participating
5 Parties unless: (i) Final Approval of this Consent Decree does
6 not occur; or (ii) the United States, the State of Washington or
7 the Tulalip Tribes of Washington, either jointly or
8 independently, withdraw their consent to the Decree in accordance
9 with Paragraph 31. If this Consent Decree does not become final
10 for either of the foregoing reasons, all sums paid into the Court
11 Registry shall, immediately upon the date of maturity of any
12 securities purchased with such funds by the Clerk of the Court,
13 be returned pro rata to Participating Parties after deductions
14 for any administrative costs for maintaining the account.

15 20. The amount deposited into the Registry of the Court
16 shall remain in the Registry of the Court as Natural Resource
17 Damages pursuant to the Order Directing the Deposit of Funds into
18 the Registry of the Court (Attachment C), which is hereby
19 incorporated into this Decree. Natural Resource Damages in the
20 Registry of the Court shall be used only for assessing,
21 restoring, rehabilitating, replacing or acquiring the equivalent
22 of injured natural resources as provided in 42 U.S.C. §
23 9607(f)(1). These funds shall be managed pursuant to the Order
24 Directing Deposit of Funds into the Registry of the Court
25 (Attachment C).

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1 from the Site, or to seek any costs, damages or attorneys' fees
2 from any Plaintiff in connection with injuries to natural
3 resources resulting from releases of hazardous substances at or
4 from the Site.

5 **VII. CONTRIBUTION PROTECTION**

6 24. Subject to the Reservation of Rights in Section VIII of
7 this Consent Decree, Plaintiffs agree that by entering into this
8 Consent Decree, each Participating Party will have resolved its
9 liability for Covered Matters, as described in Paragraphs 15(d)
10 and 22 of this Consent Decree, pursuant to Sections 122(g)(5) and
11 113(f)(2) of CERCLA, 42 U.S.C. § 9622(g)(5) and 9613(f)(2), and
12 Chapter 70.105D RCW, and shall be protected against claims for
13 contribution regarding Covered Matters as provided in Sections
14 122(g)(5) and 113(f)(2) of CERCLA, 42 U.S.C. §§ 9622(g)(5) and
15 9613(f)(2), and Chapter 70.105D RCW.

16 **VIII. RESERVATION OF RIGHTS**

17 25. Nothing in this Consent Decree is intended to be nor
18 shall it be construed as a release or covenant not to sue for any
19 claim or cause of action, administrative or judicial, civil or
20 criminal, past or future, at law or in equity, which the
21 Plaintiffs may have against any of the Participating Parties for:

22 a. Any claims and liability as a result of failure to
23 make the payments required by this Consent Decree;

24 b. Any liability arising from the past, present, or
25 future disposal, release, or threat of release of any hazardous

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28 Consent Decree

1 substance, hazardous waste, or solid waste other than releases or
2 threats of releases at or from the Site; or

3 c. Any criminal liability.

4 26. As required by MTCA, RCW 70.105D.040(4)(c), nothing in
5 this Consent Decree is intended to be nor shall it be construed
6 as a release or covenant not to sue by the State of Washington
7 for any claim or cause of action, administrative or judicial,
8 civil or criminal, past or future, at law or in equity, which the
9 State of Washington may have against any of the Participating
10 Parties for factors not known at the time of entry of the decree
11 that are discovered and present a previously unknown threat to
12 human health or the environment. Factors known and threats known
13 at the time of the entry of the consent decree include all facts,
14 documents, evidence and data in the possession of EPA at the time
15 of entry of the Consent Decree, including but not limited to all
16 of the facts set forth in documents in EPA's administrative
17 record for the Site, EPA's Risk Assessment for the Site and EPA's
18 Proposed Plan for Interim Remedial Action for the Site.

19 27. Nothing in this Consent Decree constitutes a covenant
20 not to sue or to take action or otherwise limit the ability of
21 the Plaintiffs to seek or obtain further relief from any of the
22 Participating Parties, and the covenant not to sue in Section VI
23 of this Consent Decree is null and void, if information not known
24 at the time of entry of the Consent Decree is discovered which
25 indicates that any Participating Party contributed hazardous

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1 substances to the Site in such greater amount or of such greater
2 toxic or other hazardous effects that the Participating Party no
3 longer qualifies as a de minimis party at the Site because the
4 Participating Party contributed more than a minimal amount of the
5 hazardous substances at the Site or contributed hazardous
6 substances which contributed disproportionately to the cumulative
7 toxic or other hazardous effects of the hazardous substances at
8 the Site.

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IX. DISCLAIMER OF LIABILITY

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28. Neither entry of this Consent Decree nor any action in accordance with this Consent Decree shall constitute an admission of liability under any federal, state, tribal or local statute, regulation, ordinance, general maritime law or common law by any Participating Party, its present or former officers, members, directors, trustees, shareholders, insurers, agents, representatives, employees, subsidiaries, successors, assigns or affiliates, for any fine, penalty, response costs, damages, or claims or any issues of fact or law for releases of hazardous substances at the Site.

29. The parties further agree that none of the provisions of this Consent Decree or evidence of negotiations shall be offered or received in evidence in this action or any other action or proceedings by any other party for any purpose, except

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1 for enforcement of this Consent Decree or except as specifically
2 provided herein.

3 **X. NOTICES AND SUBMISSIONS**

4 30. Whenever, under the terms of this Consent Decree,
5 written notice is required to be given or a report or other
6 document is required to be sent by one party to the other, it
7 shall be directed to individuals at the addresses specified
8 below, unless those individuals or their successors give written
9 notice of a change. All notices and submissions shall be
10 considered effective upon receipt, unless otherwise provided.

11 As to the United States:

12 Chief
13 Environmental Enforcement Section
14 Environment and Natural Resources Division
15 U.S. Department of Justice
16 P.O. Box 7611
17 Ben Franklin Station
18 Washington, D.C. 20044

16 As to the State of Washington:

17 Fred Gardner
18 Toxics Cleanup Program
19 State of Washington
20 P.O. Box 47600
21 Olympia, Washington 98504-7600

20 As to the Tulalip Tribes of Washington:

21 Tom McKinsey
22 Tulalip Tribes of Washington
23 6326 33rd Ave., N.E.
24 Marysville, Washington 98271

24 **XI. ENTRY OR DISAPPROVAL OF DECREE**

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26 U.S. Department of Justice
27 NOAA DARC/DOJ
28 7600 Sand Point Way, N.E.
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(206) 526-6617

1 31. This Consent Decree shall be lodged with the Court for
2 a period of not less than thirty (30) days and shall be made
3 available for public notice and comment in accordance with
4 Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), 28 C.F.R. §
5 50.7, and RCW 70.105D.040(4)(a). The United States and the
6 Tulalip Tribes of Washington reserve the right to withdraw or
7 withhold their consent if the comments regarding the Consent
8 Decree disclose facts or considerations that indicate that the
9 Consent Decree is inappropriate, improper, or inadequate. The
10 State of Washington reserves the right to withdraw or withhold
11 its consent if the comments regarding the Consent Decree disclose
12 facts or considerations that demonstrate that the proposed
13 settlement would not lead to a more expeditious restoration of
14 natural resources. Each Participating Party consents to the
15 entry of this Consent Decree without further notice.

16 32. After Final Approval of this Consent Decree, this
17 Consent Decree shall be considered an enforceable judgement for
18 purposes of post-judgement collection in accordance with Rule 69
19 of the Federal Rules of Civil Procedure and other applicable
20 federal statutory authority.

21 33. By its signature below, each Participating Party waives
22 service of the summons and complaint in this action. Each
23 Participating Party hereby waives the 60-day notice requirement
24 applicable to the State of Washington and the Tulalip Tribes of
25 Washington by virtue of Section 113(g)(1) of CERCLA, 42 U.S.C. §

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1 9613(g)(1), and agrees that any failure by Plaintiffs to give the
2 notice required by that section shall not constitute a deficiency
3 in the Complaint or in this Consent Decree.

4 34. This Court retains jurisdiction over both the subject
5 matter of this Consent Decree and Parties hereto for the duration
6 of the performance of the terms and conditions of this Consent
7 Decree solely for the purpose of enforcing those terms and
8 conditions.

9 35. In the event this Consent Decree is not given Final
10 Approval, this Consent Decree and all agreements contained herein
11 shall become null and void and of no further force and effect,
12 and shall not be used or referred to for any purpose whatsoever.
13 In such event, this Consent Decree and all negotiations and
14 proceedings relating thereto shall be deemed to be without
15 prejudice to the rights of the parties, who shall be restored to
16 their respective positions immediately prior to the lodging of
17 this Consent Decree in Court, and shall retain all legal rights,
18 remedies and defenses that otherwise would have existed.

19 **XII. MISCELLANEOUS**

20 36. In any subsequent administrative or judicial proceeding
21 initiated by the United States for injunctive relief, recovery of
22 response costs, or other appropriate relief relating to the Site,
23 Participating Parties shall not assert, and may not maintain, any
24 defense or claim based upon the principles of waiver, res
25 judicata, collateral esstoppel, issue preclusion, claim-

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1 | splitting, or other defenses based upon any contention that the
2 | claims raised by the United State in the subsequent proceeding
3 | were or should have been brought in the instant case; provided,
4 | however, that nothing in this paragraph affects the
5 | enforceability of the covenants not to sue set forth in Section
6 | VI.

7 | 37. No Participating Party shall reference or rely upon its
8 | payment under this Consent Decree in any application for dredged
9 | or fill material under Section 404 of the Federal Water Pollution
10 | Control Act, 33 U.S.C. § 1344, or in any proceeding arising out
11 | of the Participating Party's application, or failure to apply,
12 | for such a permit.

13 | 38. This Consent Decree shall not affect any party's
14 | rights against any person or entity not a party to this Consent
15 | Decree, except for the contribution protection provisions of
16 | Section VII and the provisions of Paragraph 44. No person or
17 | entity other than the parties hereto shall have the authority to
18 | seek to enforce the terms of this Consent Decree.

19 | 39. This Consent Decree constitutes the entire agreement
20 | among the parties with regard to the subject matter hereof and
21 | can be modified or amended only with the express written consent
22 | of all the parties to this Consent Decree.

23 | 40. The undersigned representatives of Plaintiffs, and the
24 | Participating Parties each certify that he or she is fully
25 | authorized to enter into the terms and conditions of this Consent

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1 Decree and to execute and legally bind the party whom he or she
2 represents to this Consent Decree. The Tulalip Tribes of
3 Washington's joinder to this Decree is solely in its capacity as
4 a trustee for natural resources and constitutes a limited waiver
5 of the Tulalip Tribes of Washington's sovereign immunity for the
6 sole and limited purpose of enforcing the terms of this Consent
7 Decree; provided that, this Consent Decree shall not act as a
8 general waiver of sovereign immunity nor shall it in any way
9 impair treaty-reserved hunting and fishing rights.

10 41. This Consent Decree may be executed in several
11 counterparts and by facsimile and, as executed, shall constitute
12 one agreement, binding on all parties hereto, even though all
13 parties do not sign the original or the same counterpart.

14 42. Except as otherwise provided herein each party to this
15 Consent Decree shall bear his, her or its own costs, attorneys
16 fees and disbursements.

17 43. This Consent Decree shall apply to, be binding upon and
18 inure to the benefit of the Participating Parties and their
19 present and future directors, shareholders, officers, employees,
20 agents, and persons acting in those capacities, and upon their
21 successors and assigns.

22 SO ORDERED THIS ⁴16 DAY OF March, 1997.

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24 
25 United States District Judge

26 U.S. Department of Justice
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We hereby consent to the entry of the foregoing Consent

Decree:


FOR THE UNITED STATES OF AMERICA:

11/5/97
Date



LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
United States Department of Justice
Washington, D.C. 20530

10-20-97
Date



SEAN CARMAN
Trial Attorney
Environmental Enforcement Section
United States Department of Justice
NOAA DARC - DOJ
7600 Sand Point Way, N.E.
Seattle, Washington 98115-0070
(206) 526-6617

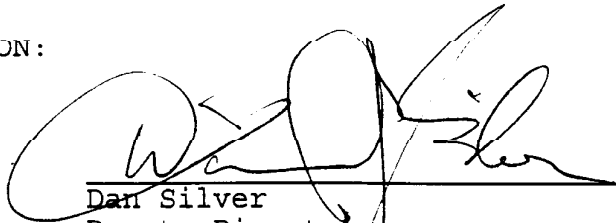
U.S. Department of Justice
NOAA DARC/DOJ
7600 Sand Point Way, N.E.
Seattle, WA 98115
(206) 526-6617

Consent Decree

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FOR THE STATE OF WASHINGTON:

10 / 31 / 97
Date



Dan Silver
Deputy Director
Operations
Washington Department of Ecology
P.O.Box 47600
Olympia, Washington 98504-7600

10/31/97
Date



Mary McCrea
Assistant Attorney General
Ecology Division
629 Woodland Square Loop, S.E.
P.O.Box 40117
Olympia, Washington 98504-0117

FOR THE TULALIP TRIBES OF WASHINGTON:

Oct 24, 97
Date

By: Stanley G. Jones Sr
Stanley G. Jones, Sr.
Chairman
Board of Directors

Consent Decree
USA versus Ace Tank Company

-24-

U.S. Department of Justice
NOAA DARC/DOJ
7600 Sand Point way, N.E.
Seattle, WA 98115
(206) 526-6617

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By the signature on this page, R. Alan Keen agrees to be bound by the terms of this Consent Decree

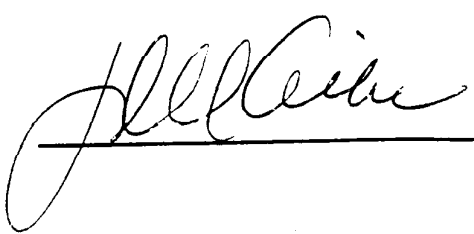
3-27-97
Date

for Ace Tank & Equipment Co.

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By the signature on this page, Bill Pierce Ford / AMERICAN LEASE agrees
to be bound by the terms of this Consent Decree

4-11-97
Date



Consent Decree

U.S. Department of Justice
NOAA DARC/DOJ
7600 Sand Point Way, N.E.
Seattle, WA 98115
(206) 526-6617

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By the signature on this page, Bronson Golf Club agrees to be bound by the terms of this Consent Decree

5/21/97
Date

[Signature] MANAGER
STEVEN K. HALL, MANAGER

1 By the signature on this page, Crowley Marine Services, Inc.
2 hereby agrees to be bound by the terms of this Consent Decree

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5 4/18/97
6 Date

T. Smith
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27 ASSISTANT SECRETARY
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By the signature on this page, DELTA MARINE agrees to be bound by the terms of this Consent Decree

3/21/97
Date

Julius

Consent Decree

U.S. Department of Justice
NOAA DARC/DOJ
7600 Sand Point Way, N.E.
Seattle, WA 98115
(206) 526-6617

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By the signature on this page, JOHN Y. SATO agrees
to be bound by the terms of this Consent Decree

MARCH 17, 1997
Date



U.S. Department of Justice
NOAA DARC/DOJ
7600 Sand Point Way, N.E.
Seattle, WA 98115
(206) 526-6617

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By the signature on this page, Erin Washelli agrees to be bound by the terms of this Consent Decree

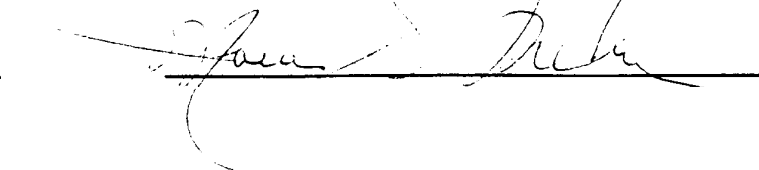
3/2/97
Date

Nancy Faaborg
Nancy Faaborg,
Vice President

U.S. Department of Justice
NOAA DARC/DOJ
7600 Sand Point Way, N.E.
Seattle, WA 98115
(206) 526-6617

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By the signature on this page, Morris M. Mehrer agrees to be bound by the terms of this Consent Decree

3/19/97 
Date


U.S. Department of Justice
NOAA DARC/DOJ
7600 Sand Point Way, N.E.
Seattle, WA 98115
(206) 526-6617

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By the signature on this page, McFarland Wrecking agrees
to be bound by the terms of this Consent Decree

McFARLAND WRECKING

6/10/97
Date


John McFarland, President

U.S. Department of Justice
NOAA DARC/DOJ
7600 Sand Point Way, N.E.
Seattle, WA 98115
(206) 526-6617

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U.S. Bank of Washington, N.A.,
successor to Peoples National Bank agrees
By the signature on this page, to be bound by the terms of this Consent Decree

4-3-97
Date

Ronald E. Foster

U.S. Department of Justice
NOAA DARC/DOJ
7600 Sand Point Way, N.E.
Seattle, WA 98115
(206) 526-6617

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By the signature on this page, Seapod Processing agrees to be bound by the terms of this Consent Decree

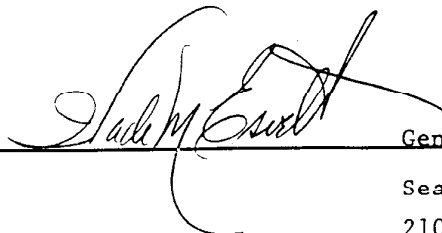
Apr. 4, 1997
Date

J. W. Westling, Pres
Cityne Cold Storage Co.

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By the signature on this page, SEATTLE GOLF CLUB agrees
to be bound by the terms of this Consent Decree

May 8, 1997
Date


General Manager
Seattle Golf Club
210 NW 145th
Seattle, WA 98177

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By the signature on this page, Smith & Son agrees
to be bound by the terms of this Consent Decree

11/0/97
Date

Smith & Son
by Stuart M. Ford 2378

ATTACHMENT A

TULALIP LANDFILL SUPERFUND SITE
DE MINIMIS SETTLING PARTIES

26-Apr-98

TIER	DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**	EPA PAST COSTS (Dollars)	PRP RESPONSE COSTS (Dollars)	FUTURE RESPONSE COSTS (Dollars)	PREMIUM (Dollars)	CREDIT (Dollars)	TOTAL PAYMENT (Dollars)
1	KENWORTH/PACCAR	12,208.85	0.5811	6,011	10,768	83,859	83,859	38,713	145,784
1	SELLEN CONSTRUCTION	11,845.31	0.5735	6,011	10,768	83,859	83,859	3,513	180,884
1	GENERAL SERVICES ADMIN. (FEDERAL BUILDINGS)	11,502.74	0.5568	6,011	10,768	83,859	83,859	0	184,487
1	MANSOR CONSTRUCTION (S)	11,350.41	0.5485	6,011	10,768	83,859	83,859	3,513	180,884
1	GENERAL CONSTRUCTION	10,171.74	0.4825	6,011	10,768	83,859	83,859	3,513	180,884
1	KING COUNTY (VARIOUS ENTITIES)	9,955.70	0.4725	6,011	10,768	83,859	83,859	0	184,487
1	CHAMPION INTRINTEL'S REGIS/CHAMPION RUDG FROD	8,758.38	0.4154	6,011	10,768	83,859	83,859	0	184,487
1	U.S. POST OFFICE	8,405.45	0.4008	6,011	10,768	83,859	83,859	0	184,487
1	SANITARY SERVICE COMPANY, INC./CITY OF BELLINGHAM	8,940.00	0.4277	6,011	10,768	83,859	83,859	0	184,487
1	H.S. WRIGHT	8,603.84	0.4088	6,011	10,768	83,859	83,859	0	184,487
1	U.S. COAST GUARD	8,149.07	0.3898	6,011	10,768	83,859	83,859	0	184,487
1	CRAFTSMAN PRESS	8,688.47	0.4108	6,011	10,768	83,859	83,859	0	184,487
1	KIRKLAND, CITY OF (M)	8,486.00	0.4033	6,011	10,768	83,859	83,859	0	184,487
1	NW GLASS	8,438.76	0.4008	6,011	10,768	83,859	83,859	0	184,487
2	SWEDISH HOSPITAL/DOCTORS HOSPITAL	7,744.00	0.3748	3,607	8,461	83,859	83,859	0	184,487
2	BETHLEHEM STEEL	7,689.00	0.3723	3,607	8,461	83,859	83,859	0	184,487
2	SEATTLE FIRST NATIONAL BANK	7,383.86	0.3575	3,607	8,461	83,859	83,859	0	184,487
2	RIBATINO REFUSE REMOVAL, INC	7,351.51	0.3559	3,607	8,461	83,859	83,859	0	184,487
2	AI ASKAM COPPER & BEASS	6,257.83	0.3030	3,607	8,461	83,859	83,859	0	184,487
2	BIFFALO SANITARY WIFERS	6,214.00	0.3009	3,607	8,461	83,859	83,859	0	184,487
2	BURLINGTON NORTH-FITN, INC	6,180.25	0.2983	3,607	8,461	83,859	83,859	0	184,487
2	CITY OF SEATTLE	5,862.41	0.2741	3,607	8,461	83,859	83,859	0	184,487
2	GENERAL TELEPHONE (GTE)	5,660.42	0.2713	3,607	8,461	83,859	83,859	0	184,487
2	FOSS LAUNCH & TUG COMPANY	5,603.09	0.2712	3,607	8,461	83,859	83,859	0	184,487
2	SEATTLE TIMES	5,601.24	0.2660	3,607	8,461	83,859	83,859	0	184,487
2	SEATTLE DISTRICT CORPS OF ENGINEERS	5,484.46	0.2641	3,607	8,461	83,859	83,859	0	184,487
2	J.C. PENNEY'S	5,454.05	0.2641	3,607	8,461	83,859	83,859	0	184,487
2	PACIFIC NW BELL	5,072.81	0.2458	3,607	8,461	83,859	83,859	0	184,487
2	GROUP HEALTH	4,903.48	0.2374	3,607	8,461	83,859	83,859	0	184,487
2	SEATTLE POST INTELLIGENCER	4,868.73	0.2357	3,607	8,461	83,859	83,859	0	184,487
2	OLYMPIC HOTEL (FOUR SEASONS)	4,832.21	0.2340	3,607	8,461	83,859	83,859	0	184,487
2	MAR'S REST (CAPT. TABLE, PIER 54, AND COMMISS)	4,821.04	0.2282	3,607	8,461	83,859	83,859	0	184,487
2	VIRGINIA MASON	4,824.25	0.2282	3,607	8,461	83,859	83,859	0	184,487
2	GALL & LANDAU CONSTRUCTION	4,520.14	0.2188	3,607	8,461	83,859	83,859	0	184,487
2	V.A. HOSPITAL	4,350.70	0.2108	3,607	8,461	83,859	83,859	0	184,487
2	SEALAND SERVICE, INC.	4,292.63	0.2078	3,607	8,461	83,859	83,859	0	184,487
2	FORD MOTOR COMPANY	4,155.58	0.2012	3,607	8,461	83,859	83,859	0	184,487
2	NORDSTROMS	4,122.86	0.1996	3,607	8,461	83,859	83,859	0	184,487
3	PROVIDENCE HOSPITAL	3,808.43	0.1867	1,803	3,230	25,158	25,158	0	55,349
3	PEPSISEVEN UP BOTTLING/GLASER BEVERAGE	3,803.43	0.1862	1,803	3,230	25,158	25,158	0	55,349
3	OWENS CORNING FIBERGLAS CORPORATION	3,893.55	0.1885	1,803	3,230	25,158	25,158	0	55,349

NOTE: LISTED UNDER TOTAL VOLUME IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE TULALIP LANDFILL SUPERFUND SITE. LISTED UNDER TOTAL PAYMENT IS THE TOTAL AMOUNT EACH SETTLING PARTY MUST PAY IN ORDER TO SETTLE UNDER THIS CONSENT ORDER.

ATTACHMENT A

TULALIP LANDFILL SUPERFUND SITE
DE MINIMIS SETTLING PARTIES

26-Apr-98

TIER	DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**	EPA PAST COSTS (Dollars)	PRP RESPONSE COSTS (Dollars)	FUTURE RESPONSE COSTS (Dollars)	PREMIUM (Dollars)	CREDIT (Dollars)	TOTAL PAYMENT (Dollars)
3	WASHINGTON PLAZA (WESTIN)	3,304.40	0.1842	1,803	3,230	25,158	25,158	0	55,349
3	WEYERHAEUSER (A)	3,787.38	0.1834	1,803	3,230	25,158	25,158	15,028	40,321
3	METRO (CARKEER, AULI, ALKI, TUKWILLA, RICH BEACH)	3,911.53	0.1748	1,803	3,230	25,158	25,158	0	55,349
3	DAFGOLD	3,359.23	0.1628	1,803	3,230	25,158	25,158	0	55,349
3	MOREL FOUNDRY	3,344.00	0.1618	1,803	3,230	25,158	25,158	0	55,349
3	WASHINGTON STATE FERRY/COLEMAN DOCK (A)	3,088.03	0.1485	1,803	3,230	25,158	25,158	0	55,349
3	NORTH SHORE	3,025.60	0.1465	1,803	3,230	25,158	25,158	0	55,349
3	FIRESTONE STORE	2,874.78	0.1392	1,803	3,230	25,158	25,158	0	55,349
3	SAFECO INSURANCE	2,774.89	0.1344	1,803	3,230	25,158	25,158	0	55,349
3	PACIFIC IRON & METALS	2,812.48	0.1285	1,803	3,230	25,158	25,158	0	55,349
3	SEATTLE IRON & METALS	2,202.75	0.1068	1,803	3,230	25,158	25,158	0	55,349
3	CHILDRENS ORTHOPEDIC HOSPITAL	2,107.20	0.1020	1,803	3,230	25,158	25,158	0	55,349
3	OFC. (QUALITY FOOD CENTERS)	2,055.67	0.0985	902	1,615	12,578	12,578	0	27,875
4	PIKE PLACE MARKET AUTHORITY	1,890.12	0.0959	902	1,615	12,578	12,578	0	27,875
4	SOUTH SEATTLE COMMUNITY COLLEGE	1,871.74	0.0955	902	1,615	12,578	12,578	0	27,875
4	OLYMPIC STAINED PRODUCT	1,881.38	0.0916	902	1,615	12,578	12,578	0	27,875
4	SKYWAY LUGGAGE	1,864.40	0.0903	902	1,615	12,578	12,578	0	27,875
4	RON MATCHE	1,623.46	0.0883	902	1,615	12,578	12,578	0	27,875
4	TULLUS CONDON CONSTRUCTION	1,748.33	0.0847	902	1,615	12,578	12,578	0	27,875
4	PACIFIC FISHERMAN	1,726.44	0.0836	902	1,615	12,578	12,578	0	27,875
4	CONSOLIDATED FREIGHTWAY	1,653.21	0.0800	902	1,615	12,578	12,578	0	27,875
4	ORBERTO SAUSAGE	1,649.91	0.0799	902	1,615	12,578	12,578	0	27,875
4	FENIRON INDUSTRIES	1,629.36	0.0789	902	1,615	12,578	12,578	0	27,875
4	STATE OF WASHINGTON (MILITARY DEPT)	1,595.08	0.0772	902	1,615	12,578	12,578	0	27,875
4	PAYLESS DRUGS/PAY N SAVE	1,581.72	0.0768	902	1,615	12,578	12,578	0	27,875
4	NW HOSPITAL	1,566.57	0.0758	902	1,615	12,578	12,578	0	27,875
4	SEATTLE UNIVERSITY	1,557.09	0.0754	902	1,615	12,578	12,578	0	27,875
4	AMERICAN PRESIDENT LINE/AMERICAN MAIL LINES	1,514.88	0.0733	902	1,615	12,578	12,578	0	27,875
4	SEATTLE COMMUNITY COLLEGE DISTRICT	1,480.89	0.0707	902	1,615	12,578	12,578	0	27,875
4	WEST WATERWAY LUMBER	1,372.18	0.0664	902	1,615	12,578	12,578	0	27,875
4	HONEYWELL, INC.	1,331.13	0.0659	902	1,615	12,578	12,578	0	27,875
4	SEABOARD LUMBER	1,325.13	0.0642	902	1,615	12,578	12,578	0	27,875
4	ARDEN FARMS	1,284.78	0.0622	902	1,615	12,578	12,578	0	27,875
4	LUCKY STORE	1,284.41	0.0622	902	1,615	12,578	12,578	0	27,875
4	HURLEN CONSTRUCTION	1,263.43	0.0612	902	1,615	12,578	12,578	0	27,875
4	MARKETINE DRUGS, INC.	1,234.87	0.0598	902	1,615	12,578	12,578	0	27,875
4	JOHN FLUKE MANUFACTURING COMPANY	1,193.28	0.0578	902	1,615	12,578	12,578	0	27,875
4	SALMON TERMINAL	1,181.64	0.0577	902	1,615	12,578	12,578	0	27,875
4	FABRICA/DORS, INC	1,181.48	0.0575	902	1,615	12,578	12,578	0	27,875
4	SCOU GAL RUBBER CORPORATION	1,185.23	0.0574	902	1,615	12,578	12,578	0	27,875
4	INC. MACHINERY	1,160.87	0.0572	902	1,615	12,578	12,578	0	27,875
4	PHILIS HOMES, INC	1,177.73	0.0570	902	1,615	12,578	12,578	0	27,875

NOTE: LISTED UNDER TOTAL VOLUME IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE TULALIP LANDFILL SUPERFUND SITE. LISTED UNDER TOTAL PAYMENT IS THE TOTAL AMOUNT EACH SETTLING PARTY MUST PAY IN ORDER TO SETTLE UNDER THIS CONSENT ORDER

ATTACHMENT A

TULALIP LANDFILL SUPERFUND SITE
DE MINIMIS SETTLING PARTIES

26-Apr-98

TIER	DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**	EPA PAST COSTS (Dollars)	PRP RESPONSE COSTS (Dollars)	FUTURE RESPONSE COSTS (Dollars)	PREMIUM (Dollars)	CREDIT (Dollars)	TOTAL PAYMENT (Dollars)
4	ALBERTSON'S FOOD CENTER	1,143.00	0.0533	902	1,815	12,578	12,578	0	27,875
4	FRED MEYER	1,102.93	0.0534	902	1,815	12,578	12,578	0	27,875
4	SEATTLE SEABOARD/OCEAN BEAUTY/MA FISH & ONSTER CO	1,088.22	0.0527	902	1,815	12,578	12,578	0	27,875
5	RICHARDSON & HOLLAND	1,009.07	0.0489	361	648	5,032	5,032	0	11,070
5	WASHINGTON NATURAL GAS	691.26	0.0480	361	648	5,032	5,032	0	11,070
5	FISHER FLOUR MILLS	689.39	0.0478	361	648	5,032	5,032	0	11,070
5	NATIONAL OCEANIC ATM ADMIN/PITTMON JANITORIAL	682.64	0.0478	361	648	5,032	5,032	0	11,070
5	AMERICAN CAN COMPANY	633.84	0.0452	361	648	5,032	5,032	0	11,070
5	SNOWHOSH COUNTY FUD	820.82	0.0446	361	648	5,032	5,032	0	11,070
5	TEXACO, INC.	813.78	0.0442	361	648	5,032	5,032	0	11,070
5	BAYLEY CONSTRUCTION (ROBERT E.) (a)	880.80	0.0428	361	648	5,032	5,032	0	11,070
5	GORDON BROWN, INC	848.90	0.0411	361	648	5,032	5,032	0	11,070
5	GENERAL HOSPITAL	837.86	0.0408	361	648	5,032	5,032	0	11,070
5	WALL & CEILING SUPPLY	823.82	0.0398	361	648	5,032	5,032	0	11,070
5	WELCO LUMBER	812.00	0.0393	361	648	5,032	5,032	0	11,070
5	GENERAL HASKELL AMELCO	787.21	0.0386	361	648	5,032	5,032	0	11,070
5	NIXLEARPACIFIC, INC	786.70	0.0381	361	648	5,032	5,032	0	11,070
5	EVERETT HERALD	783.49	0.0378	361	648	5,032	5,032	0	11,070
5	UNITED PARCEL SERVICE	787.26	0.0371	361	648	5,032	5,032	0	11,070
5	HAIGHT ROOFING	751.85	0.0364	361	648	5,032	5,032	0	11,070
5	TRIDENT IMPORTS	714.62	0.0361	361	648	5,032	5,032	0	11,070
5	LUCKS, OSCAR	711.30	0.0351	361	648	5,032	5,032	0	11,070
5	RICHES & ADAMS (RITCHIE & ADAMS)	775.21	0.0351	361	648	5,032	5,032	0	11,070
5	NW HOME FURNITURE MART	718.80	0.0347	361	648	5,032	5,032	0	11,070
5	RECREATIONAL EQUIPMENT	685.61	0.0332	361	648	5,032	5,032	0	11,070
5	NORTH SEATTLE COMMUNITY COLLEGE	678.62	0.0328	361	648	5,032	5,032	0	11,070
5	PIRATES FLUNDER	680.00	0.0320	361	648	5,032	5,032	0	11,070
5	KOKKOKUSA, INC.	643.88	0.0312	361	648	5,032	5,032	0	11,070
5	MERIDIAN EXCAVATING & WRECKING	613.75	0.0312	361	648	5,032	5,032	0	11,070
5	PSF INDUSTRIES	615.81	0.0308	361	648	5,032	5,032	0	11,070
5	K & N MEATS	812.09	0.0298	361	648	5,032	5,032	0	11,070
5	SEATTLE CENTRAL COMMUNITY COLLEGE	601.80	0.0291	361	648	5,032	5,032	0	11,070
5	THURMAN ELECTRIC & PLUMBING SUPPLY	565.58	0.0274	361	648	5,032	5,032	0	11,070
5	EVERETT COMMUNITY COLLEGE	564.53	0.0273	361	648	5,032	5,032	0	11,070
5	MAIIST TRANSFER	550.88	0.0267	361	648	5,032	5,032	0	11,070
5	ARTIS FOOD CENTER	548.88	0.0268	361	648	5,032	5,032	0	11,070
5	E & E MEATS	543.17	0.0268	361	648	5,032	5,032	0	11,070
5	EAGLE METALS COMPANY	539.54	0.0261	361	648	5,032	5,032	0	11,070
5	WESTERN GEAR	536.17	0.0260	361	648	5,032	5,032	0	11,070
5	WEST COAST CONSTRUCTION	532.77	0.0258	361	648	5,032	5,032	0	11,070
5	SEATTLE GOLF & COUNTRY CLUB	516.19	0.0250	361	648	5,032	5,032	0	11,070
5	WW WELLS MILLWORK								

NOTE: LISTED UNDER TOTAL VOLUME IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE TULALIP LANDFILL SUPERFUND SITE. LISTED UNDER TOTAL PAYMENT IS THE TOTAL AMOUNT EACH SETTLING PARTY MUST PAY IN ORDER TO SETTLE UNDER THIS CONSENT ORDER.

ATTACHMENT A

TULALIP LANDFILL SUPERFUND SITE
DE MINIMIS SETTLING PARTIES

28-Apr-98

TIER	DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**	EPA PAST COSTS (Dollars)	PRP RESPONSE COSTS (Dollars)	FUTURE RESPONSE COSTS (Dollars)	PREMIUM (Dollars)	CREDIT (Dollars)	TOTAL PAYMENT (Dollars)
5	KELLER SUPPLY	514.10	0.0240	361	646	5,032	5,032	0	11,070
5	STATI MACHINERY COMPANY	495.22	0.0240	361	646	5,032	5,032	0	11,070
5	ACE GALVANIZING	491.24	0.0238	361	646	5,032	5,032	0	11,070
5	LAKE UNION TERMINAL	489.55	0.0237	361	646	5,032	5,032	0	11,070
5	BAYLESS BIRDERY	478.95	0.0231	361	646	5,032	5,032	0	11,070
5	CHEMITION CORPORATION	471.00	0.0228	361	646	5,032	5,032	0	11,070
5	DAVID A. NOWAT COMPANY	463.09	0.0224	361	646	5,032	5,032	0	11,070
5	LAKE UNION DRY DOCK	461.15	0.0223	361	646	5,032	5,032	0	11,070
5	BROADMOOR GOLF CLUB	457.23	0.0221	361	646	5,032	5,032	0	11,070
5	BOISE CASCADE OFFICE SUPPLY	446.32	0.0216	361	646	5,032	5,032	0	11,070
5	MELTEC	441.97	0.0214	361	646	5,032	5,032	0	11,070
5	RED DOT	441.84	0.0214	361	646	5,032	5,032	0	11,070
5	INDUSTRIAL TITANSTER	430.20	0.0208	361	646	5,032	5,032	0	11,070
5	HARDWOODS, INC.	432.02	0.0208	361	646	5,032	5,032	0	11,070
5	PAMCO CONSTRUCTION	419.52	0.0203	361	646	5,032	5,032	0	11,070
5	NEW RICHMOND LAUNDRY	414.89	0.0201	361	646	5,032	5,032	0	11,070
5	AMERICAN BUILDING MAINTENANCE (ABM)	409.68	0.0197	361	646	5,032	5,032	0	11,070
5	AUTO WAREHOUSING	391.87	0.0190	361	646	5,032	5,032	0	11,070
5	GROSBY & OVERTON	385.37	0.0187	361	646	5,032	5,032	0	11,070
5	HERR LUMBER, INC.	373.58	0.0181	361	646	5,032	5,032	0	11,070
5	DEENY CONSTRUCTION	370.03	0.0179	361	646	5,032	5,032	0	11,070
5	IMPRESSIONS HW	360.11	0.0174	361	646	5,032	5,032	0	11,070
5	CIFE CONSTRUCTION	358.19	0.0173	361	646	5,032	5,032	0	11,070
5	ELLSTROM MANUFACTURING	358.87	0.0173	361	646	5,032	5,032	0	11,070
5	TIZ'S DOORS SALES	347.67	0.0168	361	646	5,032	5,032	0	11,070
5	W. G. CLARK CONSTRUCTION COMPANY	344.23	0.0167	361	646	5,032	5,032	0	11,070
5	OLSON'S MARKET FLOORS	338.29	0.0164	361	646	5,032	5,032	0	11,070
5	RICHMARK PRINTING	333.09	0.0161	361	646	5,032	5,032	0	11,070
5	INDEPENDENT PAPER	332.01	0.0161	361	646	5,032	5,032	0	11,070
5	SEATTLE TRADE CENTER	331.08	0.0160	361	646	5,032	5,032	0	11,070
5	PACIFIC MULTIFORM	329.82	0.0160	361	646	5,032	5,032	0	11,070
5	ALL CITY FENCE COMPANY	319.38	0.0155	361	646	5,032	5,032	0	11,070
5	CAPITAL INDUSTRIES	318.37	0.0154	361	646	5,032	5,032	0	11,070
5	CANTEEN SERVICE	311.09	0.0151	361	646	5,032	5,032	0	11,070
5	LAKESIDE SCHOOLS	302.99	0.0147	361	646	5,032	5,032	0	11,070
5	WASHINGTON STATE LIQUOR WISE	302.02	0.0146	361	646	5,032	5,032	0	11,070
5	R. C. HEDREEN COMPANY	289.44	0.0140	361	646	5,032	5,032	0	11,070
5	HUSSMAN CORPORATION	277.20	0.0134	361	646	5,032	5,032	0	11,070
5	COMMERCIAL WAREHOUSE	270.08	0.0131	361	646	5,032	5,032	0	11,070
5	REYNOLDS ALUMINUM CORPORATION	269.93	0.0131	361	646	5,032	5,032	0	11,070
5	FOSTER & KLEISERWACKERLEY COMMUNICATIONS	269.48	0.0130	361	646	5,032	5,032	0	11,070
5	PETER PAN SEAFOODS	259.56	0.0126	361	646	5,032	5,032	0	11,070

NOTE: LISTED UNDER TOTAL VOLUME IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE TULALIP LANDFILL SUPERFUND SITE. LISTED UNDER TOTAL PAYMENT IS THE TOTAL AMOUNT EACH SETTLING PARTY MUST PAY IN ORDER TO SETTLE UNDER THIS CONSENT ORDER.

ATTACHMENT A

TULALIP LANDFILL SUPERFUND SITE
DE MINIMIS SETTLING PARTIES

28-Apr-86

TIER	DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**	EPA PAST COSTS (Dollars)	PRP RESPONSE COSTS (Dollars)	FUTURE RESPONSE COSTS (Dollars)	PREMIUM (Dollars)	CREDIT (Dollars)	TOTAL PAYMENT (Dollars)
5	TURNER & PEASE	257.62	0.0125	361	846	5,032	5,032	0	11,070
5	WASHINGTON CHAIN & SUPPLY	257.28	0.0125	361	846	5,032	5,032	0	11,070
5	JACOBSEN BRO AKAJACOBSON TERMINAL	249.98	0.0121	361	846	5,032	5,032	0	11,070
5	HIENSEL PHELPS CONSTRUCTION	248.27	0.0120	361	846	5,032	5,032	0	11,070
5	NW ENVIRONMENTAL SERVICES (NW TANK SERVICE)	247.70	0.0120	361	846	5,032	5,032	0	11,070
5	SOI EXXING	241.25	0.0117	361	846	5,032	5,032	0	11,070
5	BAUGH CONSTRUCTION	240.03	0.0116	361	846	5,032	5,032	0	11,070
5	PURDY COMPANY	238.93	0.0115	361	846	5,032	5,032	0	11,070
5	FISHERMANS BOAT SH'OP, INC.	234.89	0.0114	361	846	5,032	5,032	0	11,070
5	PACIFIC PARTITIONS	215.71	0.0104	361	846	5,032	5,032	0	11,070
5	BRANDRID MANUFACTURING	212.56	0.0103	361	846	5,032	5,032	0	11,070
5	NEWELL, C. A.	212.17	0.0103	361	846	5,032	5,032	0	11,070

NOTE: LISTED UNDER 'TOTAL VOLUME' IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE TULALIP LANDFILL SUPERFUND SITE. LISTED UNDER 'TOTAL PAYMENT' IS THE TOTAL AMOUNT EACH SETTLING PARTY MUST PAY IN ORDER TO SETTLE UNDER THIS CONSENT ORDER.

** Based on a total volume of 2,065,452.18 tons disposed of at the Tulalip Landfill.

(a) Volumes are not inclusive of post 1988 materials used as capping materials at the landfill pursuant to NPDES permit.

(b) Supplemental response reflected contract with SDC that provided 110,539.40 tons of cover material at the landfill.

DE MINIMIS SETTLEMENT SUMMARY

Tier	NRD Payment Per Party (\$)	Total Potential NRD Revenue For Tier (\$)
B-4	16,500	264,000
A-2	8,800	247,500
2-1	4,950	133,950
1-05	2,476	101,476
06-01	980	160,480
Totals		

ATTACHMENT 3

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ATTACHMENT C

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA, AND)	
THE TULALIP TRIBES OF WASHINGTON)	
)	
Plaintiff,)	CIVIL ACTION
)	NO.
v.)	
)	
ACE TANK CO., BILL PIERRE FORD CO.,)	
BROADMOOR GOLF CLUB, CROWLEY MARINE)	ORDER DIRECTING THE
SERVICES CO., DELTA MARINE, INC.,)	DEPOSIT OF FUNDS
EVERGREEN-WASHELLI, INC., MEHRER)	INTO THE REGISTRY
DRYWALL, INC., MCFARLAND WRECKING CO.,)	OF THE COURT
PEOPLE'S NATIONAL BANK, N.A., SATO)	
CORPORATION, SEAFOOD PROCESSING CO.,)	
SEATTLE GOLF CLUB, SMITH & SON, INC.,)	
)	
Defendants.)	RELATED CASE:
)	NO. C97-152-D

This case arose out of the release of hazardous substances at the Tulalip Landfill Superfund Site ("the Site"), located within the Tulalip Indian Reservation, which occupies approximately 147 acres of the western portion of Ebey Island, just to the west of Interstate 5 and the Burlington Northern Railroad.

This Order is entered pursuant to and in furtherance of the Consent Decree for Natural Resource Damages (the "Consent Decree")

Order Directing the
Deposit of Funds
Into the Registry
of the Court

U.S. Department of Justice
c/o NOAA DARC - DOJ
7600 Sand Point Way, NE
Seattle, WA 98115
(206) 526-6617

1 between Plaintiffs United States of America, State of Washington
2 and the Tulalip Tribes of Washington, and defendants Ace Tank Co.,
3 Bill Pierre Ford Co., Broadmoor Golf Club, Crowley Marine Services
4 Co., Delta Marine, Inc., Evergreen-Washelli, Inc., Mehrer Drywall,
5 Inc., McFarland Wrecking Co., People's National Bank, N.A., Sato
6 Corporation, Seafood Processing, Inc., Seattle Golf Club, and Smith
7 & Son, Inc. (collectively referred to as "Participating Parties").

8 Under the De Minimis Natural Resource Damages Consent Decree
9 in United States v. Ace Galvanizing, et al., No. C97-152-Z, entered
10 by this Court on August 15, 1997, an account titled the "Tulalip
11 Landfill NRD Settlement Account" ("the Account") was established in
12 the Registry of the United States District Court for the Western
13 District of Washington for payments received in that action and all
14 related actions, including this one.

15 Under the Consent Decree, the Participating Parties have
16 agreed to pay to the Account their share of Natural Resource
17 Damages resulting from the release of hazardous substances at or
18 from the Site, which have been estimated for purposes of this de
19 minimis settlement to be \$22,276.

20 Under the Consent Decree, Participating Parties will pay their
21 respective shares of this de minimis settlement amount to the
22 Account established by the Registry of the United States District
23 Court for the Western District of Washington. The funds will
24 thereafter remain in the Registry for use by the Natural Resource
25 Trustees (National Oceanic and Atmospheric Administration of the

26
27 Order Directing the
28 Deposit of Funds
Into the Registry
of the Court

U.S. Department of Justice
c/o NOAA DARC - DOJ
7600 Sand Point Way, NE
Seattle, WA 98115
(206) 526-6617

1 U.S. Department of Commerce, the U.S. Department of the Interior,
2 the Washington Department of Ecology on behalf of the State of
3 Washington, and the Tulalip Tribes of Washington) for assessing,
4 restoring, rehabilitating, replacing or acquiring the equivalent of
5 natural resources injured, destroyed, or lost as a result of
6 releases of hazardous substances at or from the Site. This Order
7 addresses handling and investment of these funds by the Registry of
8 the Court.

9 Pursuant to Rule 67 of the Federal Rules of Civil Procedure,
10 28 U.S.C. § 2041, and Local Rule GR 6, and in accordance with the
11 terms of the Consent Decree, it is hereby ORDERED that:

12 i. All funds received by the Clerk of the Court pursuant to
13 the Consent Decree shall be deposited to the Account and
14 administered by the Clerk of the Court as follows:

15 a) The funds shall be used to purchase 91-day government
16 securities, at the highest prevailing interest rate available for
17 such securities;

18 b) upon maturity of the securities referred to in
19 subparagraph a), the Clerk shall consult with counsel for the
20 United States regarding the purchase of additional short-term
21 securities. Counsel for the United States shall consult with
22 representatives of the Natural Resource Trustees and, depending
23 upon the Natural Resource Trustees' anticipated funding needs,
24 shall advise the Clerk regarding the desired reinvestment in
25 government securities. The Clerk may make any such allocations of

26
27 Order Directing the
Deposit of Funds
Into the Registry
28 of the Court

U.S. Department of Justice
c/o NOAA DARC - DOJ
7600 Sand Point Way, NE
Seattle, WA 98115
(206) 526-6617

1 funds as directed by counsel for the United States without further
2 Order of the Court.

3 ii. All income earned as interest on funds so invested or
4 deposited shall be credited to the Account.

5 iii. The Natural Resource Trustees may apply to the Court for
6 an Order establishing an investment procedure or vehicle
7 alternative to that identified in paragraph (ii) above that
8 provides a comparable level of security and earnings potential,
9 which application may be acted upon by the Court without notice to
10 or consent by the Participating Parties.

11 iv. The Clerk shall prepare quarterly reports on the status
12 and activity of the Account showing payments received,
13 disbursements made, income earned, maturity dates of securities
14 held, and principal balance, and shall distribute the reports to
15 the following to counsel for the United States, the State of
16 Washington and the Tulalip Tribes of Washington at the following
17 addresses:

18 Robert Taylor, Esq.
19 National Oceanic and Atmospheric Administration
20 Damage Assessment Center
21 7600 Sand Point Way, NE
22 Seattle, Washington 98115

23 Colleen Kelley, Esq.
24 Office of the Regional Solicitor
25 United States Department of the Interior
26 500 NE Multnomah Street, Suite 607
27 Portland, Oregon 97232

28 Order Directing the
Deposit of Funds
Into the Registry
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