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

BY The Honorable William L. Dwyer

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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NO. C91-5100 (T) W

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

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

CLEANUP ACTION PLAN
CONSENT DECREE

LEWIS COUNTY, CITY OF
CENTRALIA, CITY OF CHEHALIS,
CITY OF MORTON, CITY OF
MOSSYROCK, TOWN OF PE ELL, and
CITY OF VADER,

Defendants.

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CLEANUP ACTION PLAN
CONSENT DECREE

ORIGINAL

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I. INTRODUCTION

A. In entering into this Consent Decree (Decree), the mutual objective of the Washington State Department of Ecology (Ecology), and the defendants Lewis County, the City of Centralia, the City of Chehalis, the City of Morton, the City of Mossyrock, the Town of Pe Ell, and the City of Vader, (collectively "Defendants") is to provide for cleanup action at a facility where there has been a release or threatened release of hazardous substances. This Decree requires the Defendants to undertake the following cleanup action(s):

(1) Continued operation and maintenance of the landfill gas control system, maintenance of the final cover and surface water control systems, continued implementation of the wetlands mitigation plan, and monitoring of landfill gas, ground water and surface water.

(2) Implementation of institutional controls, including restrictive deed covenants.

(3) Preparation and implementation of a compliance monitoring plan, which includes supplemental background ground water monitoring.

Ecology has determined that these actions are necessary to protect public health and the environment.

B. An amended Complaint against the Defendants in this action was filed on March 22, 1991. Although the Defendants dispute Ecology's allegations in the Complaint, an answer has not been filed, and there has not been a trial on any issue of fact or law in this case. However, the parties wish to resolve the issues raised by Ecology's Complaint. In addition, the parties agree that settlement of these matters without litigation is reasonable and in the public interest and that entry of this Decree is the most appropriate means of resolving these matters.

C. On July 8, 1991, the United States District Court for the Western District of Washington entered a first Consent Decree in this matter (Cause No. C91-5100T). That Consent Decree required the Defendants to undertake an interim action at the Landfill, as defined in Section IV. On July 29, 1991, Thurston County Superior Court also entered a Consent Decree in this matter (Cause No. 91-2-01654-0).

1 D. On March 17, 1993, the United States District Court for the Western District of
2 Washington entered a Consent Decree for a Remedial Investigation/Feasibility Study at the Site to
3 collect and evaluate sufficient information to enable the selection of a cleanup action plan (Cause
4 No. C91-5100(T)WD).

5 E. In 1994, Ecology and the Defendants amended the interim action Consent Decree to
6 include the implementation of a permanent landfill cover system over the active area. The Interim
7 Action also included installation of a permanent landfill gas collection system beneath the final
8 cover system and a permanent landfill gas flare system adjacent to the Landfill entrance facilities
9 for gas treatment. Perimeter fencing was installed around the Landfill to enclose all of the final
10 cover area.

11 F. This Consent Decree addresses the implementation of the Cleanup Action Plan.
12 This Consent Decree shall supersede all other Consent Decrees filed in this action.

13 G. In signing this Decree, Defendants agree to its entry and agree to be bound by its
14 terms.

15 H. By entering into this Decree, the parties do not intend to discharge nonsettling
16 parties from any liability they may have with respect to matters alleged in the Complaint. The
17 parties retain the right to seek reimbursement, in whole or in part, from any liable persons for sums
18 expended under this Decree.

19 I. This Decree shall not be construed as proof of liability or responsibility for any
20 releases of hazardous substances or cost for remedial action nor an admission of any facts;
21 provided, however, that the Defendants shall not challenge the jurisdiction of Ecology in any
22 proceeding to enforce this Decree.

23 ~~J. The Court is fully advised of the reasons for entry of this Decree, and good cause~~
24 having been shown, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:
25
26

II. JURISDICTION

A. This Court has jurisdiction over the subject matter and over the parties under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607. The Court also has jurisdiction under the Water Pollution Control Act, Chapter 90.48 RCW; the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, based on the doctrine of pendent jurisdiction. Venue is proper in this district pursuant to section 113(b) of CERCLA, 42 U.S.C. § 9613(b), and 28 U.S.C. § 1391(b), because the claims herein arose in this district.

B. Authority is conferred upon the Washington State Attorney General by RCW 70.105D.040(4)(a) to agree to a settlement with any potentially liable person if, after public notice and hearing, Ecology finds the proposed settlement would lead to a more expeditious cleanup of hazardous substances. RCW 70.105D.040(4)(b) requires that such a settlement be entered as a consent decree issued by a court of competent jurisdiction.

C. Ecology has determined that a release or threatened release of hazardous substances has occurred at the Site.

D. The Defendants have voluntarily waived their rights to notice and comment under RCW 70.105D.020(16) and accepted Ecology's determination that they are potentially liable persons at the Site within the meaning of RCW 70.105D.020(16). Acceptance by the Defendants of status as potentially liable persons with respect to this Site is not to be construed as an admission of liability or waiver of any defense that each or any member may have to any claims other than those resolved by this Consent Decree.

E. The actions to be taken pursuant to this Decree are necessary to protect public health, welfare, and the environment.

F. Defendants have agreed to undertake the actions specified in this Decree and consent to the entry of this Decree under the MTCA.

III. PARTIES BOUND

This Decree shall apply to and be binding upon the signatories to this Decree, their successors and assigns. The undersigned representatives of the Defendants and Ecology hereby certify that they are fully authorized to enter into this Decree and to execute and legally bind the municipal corporations, municipalities, and other entities they each represent to comply with the Decree. Defendants agree to undertake all actions required by the terms and conditions of this Decree. No change in ownership of the Landfill, as defined in Section IV, municipal status or corporate status of any Defendant shall alter the responsibility of the Defendants under this Decree. The Defendants shall provide a copy of this Decree to all agents, contractors and subcontractors retained to perform work required by this Decree and shall ensure that all work undertaken by such contractors and subcontractors will be in compliance with this Decree.

IV. DEFINITIONS

Except for as specified herein, all definitions in WAC 173-340-200 apply to the terms in this Decree.

A. CLCG: Refers to Lewis County, City of Centralia, City of Chehalis, City of Morton, City of Mossyrock, Town of Pe Ell, and City of Vader. These local governments, by interlocal agreement, have formed the Centralia Landfill Closure Group to oversee the remediation of the Site.

B. Consent Decree or Decree: Refers to this Cleanup Action Plan Consent Decree and each of the exhibits to the Decree. All exhibits are integral and enforceable parts of this Consent Decree. The terms "Consent Decree" or "Decree" shall include all exhibits to the Consent Decree.

C. Defendants: Refers to members of the CLCG.

D. Landfill or Centralia Landfill: The Centralia Landfill property as described by the legal description for the "Centralia Landfill property" contained in Exhibit A. This property includes the Centralia Landfill, except those portions of the closed north end of the Centralia Landfill located on the CHC and Vassar properties, as reflected in Exhibit A.

1 E. Parties: Refers to the Washington State Department of Ecology, and the members of
2 the CLCG.

3 F. Site: Those portions of the Source Area where hazardous substances originating
4 from the landfill operations have come to be located. The Site is a "facility" as defined at RCW
5 70.105D.020(4). Exhibit A of this Consent Decree generally illustrates, without prejudice, property
6 boundaries and immediate vicinity associated with the Site and contains legal descriptions of the
7 Source Area.

8 G. Source Area: The extent of refuse at the Site described in Exhibit A. The Source
9 Area includes the closed north end of the Centralia Landfill located on the CHC and Vassar
10 properties.

11 V. STATEMENT OF FACTS

12 Ecology makes the following findings of fact without any express or implied admissions by
13 Defendants.

14 1. The City of Centralia ("Centralia") owns the Centralia Landfill. The Centralia
15 Landfill is a closed municipal solid waste landfill located at 1411 South Tower, Centralia,
16 Washington 98531.

17 2. The City of Centralia Solid Waste Utility ("SWU") operated the facility as a landfill.
18 Lewis County now operates a solid waste transfer station at the Landfill.

19 3. The CHC Property described in Exhibit A was once an active part of the north
20 section of the Centralia Landfill.

21 4. The Vassar Property No. 2 described in Exhibit A was once an active part of the
22 north section of the Centralia Landfill.

23 5. Landfilling operations occurred at the Site beginning in 1958. Landfilling operations
24 occurred on both Vassar Property No. 2 and CHC Property, described in Exhibit A, and that such
25 operations were completed prior to 1972. By letter dated May 18, 1987 to the City of Centralia, the
26 Lewis County Health District deemed the north end of the Centralia Landfill, described in Exhibit

1 A, to be closed pursuant to WAC 173-301-611 for Abandoned Disposal Sites. Chapter 173-301
2 WAC was superseded by Chapter 173-304 WAC in 1985. Because this historical portion of the
3 Centralia Landfill was deemed closed before ch. 173-304 WAC became effective in 1985, that
4 portion is not required to meet standards set by ch. 173-304 WAC for landfill closure. WAC 173-
5 304-400(1)(e).

6 6. From approximately 1970 to 1978, Harold LeMay Enterprises, a private contractor,
7 operated the Centralia Landfill. At all other times, it has been operated by Centralia.

8 7. Since 1958, the Source Area has received solid waste generated in Lewis County and
9 south Thurston County. In addition, various other industries and/or commercial enterprises may
10 have disposed of hazardous substances at the Site.

11 8. The members of the CLCG by contract, agreement, or otherwise arranged for
12 disposal of municipal solid waste owned, possessed, or generated by or within the boundaries of
13 members of the CLCG at the Source Area, or otherwise generated municipal solid waste disposed
14 of at the Source Area.

15 9. The City of Centralia stopped accepting waste at the Landfill on April 1, 1994.

16 10. On August 28, 1990, the Site was listed on the State Hazardous Sites List pursuant to
17 WAC 173-340-330, and on August 30, 1990, the Site was listed on the federal National Priorities
18 List, pursuant to § 105 of CERCLA, 42 U.S.C. 9605 (55 Fed. Reg. 35502 (August 30, 1990)).

19 11. An interim action was performed in compliance with the Interim Action Consent
20 Decree, which was entered in Thurston County Superior Court on July 29, 1991 (Cause No. 91-2-
21 01654-0), and the District Court for the Western District of Washington (Cause No. C91-5100T) on
22 July 8, 1991. The interim action included installing a temporary geomembrane cover and utilizing

23 ~~existing low permeability soil cover over portions of the Landfill that had achieved final grade,~~
24 installing a landfill gas collection system and temporary exhauster/flare facility, installing a
25 temporary leachate seep collection system associated with the temporary cover, upgrading surface
26 water and erosion-control facilities, and constructing a fence around most of the Landfill property.

1 In addition a comprehensive leachate study was developed and conducted in 1992 and 1993
2 pursuant to the Interim Action.

3 12. In March 1993, the CLCG entered into an RI/FS Consent Decree with Ecology
4 (Cause No. C91-5100(T)WD). The RI/FS Consent Decree specifies the process for the CLCG to
5 conduct the RI/FS and Ecology to prepare a Cleanup Action Plan (CAP) for the Site. The Draft
6 Workplan was submitted to Ecology in July 1994 and following receipt of initial comments from
7 Ecology, the Centralia Landfill Remedial Investigation Action Plan (Action Plan) was prepared by
8 CH2M HILL, the CLCG's environmental consultant, and submitted to Ecology in January 1996.
9 RI/FS planning documents were prepared by CH2M HILL and submitted to Ecology in April 1996.
10 Following approval of the planning documents by Ecology, RI field investigations began in May
11 1996 and continued through June 1997. When this Cleanup Action Plan Consent Decree becomes
12 effective, the March 1993 RI/FS Consent Decree will terminate.

13 13. In 1994, Ecology and the CLCG amended the Interim Action Consent Decree to
14 include the implementation of a permanent landfill cover system over the active area,
15 approximately 46 acres of refuse, as an interim cleanup remedy at the Landfill. The permanent
16 cover system consists of a low-permeability cover system placed over the refuse and additional
17 engineering controls necessary to protect its integrity.

18 VI. WORK TO BE PERFORMED

19 This Decree contains a program designed to protect public health, welfare and the
20 environment from the known release, or threatened release, of hazardous substances or
21 contaminants at, on, or from the Site.

22 1. The Cleanup Action Plan and Scope of Work and Schedule are set forth in Exhibits
23 B and C to this Decree. Except where performance by another party is expressly provided for, the
24 CLCG and Ecology hereby commit to implement the requirements assigned to each in Exhibits B
25 and C.
26

1 2. Defendants agree not to perform any cleanup actions outside the scope of this
2 Decree unless the parties agree to amend the scope of work to cover these actions. All work
3 conducted under this Decree shall be done in accordance with ch. 173-340 WAC unless otherwise
4 provided herein.

5 **VII. DESIGNATED PROJECT COORDINATORS**

6 The project coordinator for Ecology is:

7 Rebecca Lawson, P.E.
8 Toxics Cleanup Program Site Manager
9 Washington State Department of Ecology
10 P.O. Box 47775
11 Olympia, Washington 98504-7775
12 Phone: (360) 407-6255

13 The project coordinator for the CLCG is:

14 Richard Southworth
15 Centralia Landfill Closure Group
16 P.O. Box 609
17 Centralia, Washington 98531
18 Phone: (360) 330-7512

19 Each project coordinator shall be responsible for overseeing the implementation of the
20 parties' respective responsibilities under this Decree. The Ecology project coordinator will be
21 Ecology's designated representative at the Site. To the maximum extent possible, communications
22 between Ecology and the Defendants and all documents, including reports, approvals, and other
23 correspondence concerning the activities performed pursuant to the terms and conditions of this
24 Decree, shall be directed through the project coordinators. The project coordinators may designate,
25 in writing, working level staff contacts for all or portions of the implementation of the cleanup
26 action required by this Decree. The project coordinators may agree to minor modifications to the
~~work to be performed without formal amendments to this Decree. Minor modifications will be~~
documented in writing by Ecology.

Any party may change its respective project coordinator. Written notification shall be given
to the other parties at least ten (10) days prior to the change.

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VIII. PERFORMANCE

All work performed pursuant to this Decree shall be under the direction and supervision, as necessary, of a professional engineer or hydrogeologist, or equivalent, with experience and expertise in hazardous waste site investigation and cleanup. Any construction work must be under the supervision of a professional engineer. Defendants shall notify Ecology in writing as to the identity of such engineer(s) or hydrogeologist(s), or others and of any contractors and subcontractors to be used in carrying out the terms of this Decree, in advance of their involvement at the Site.

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IX. ACCESS

Ecology or any Ecology authorized representatives shall have the authority to enter and freely move about the Centralia Landfill at all reasonable times for the purposes of, inter alia: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Decree; reviewing Defendants' progress in carrying out the terms of this Decree; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Decree; and verifying the data submitted to Ecology by the Defendants. All parties with access to the Landfill pursuant to this paragraph shall comply with Centralia Landfill Remedial Investigation/Feasibility Study/Cleanup Action Plan General Safety & Health Plan (April 1993). Ecology shall make the results of all sampling, laboratory reports, videos, and/or test results generated by it or on its behalf, collected for purposes of this Consent Decree, available to Defendants unless an exemption from disclosure is available under ch. 42.17 RCW.

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X. SAMPLING, DATA REPORTING, AND AVAILABILITY

With respect to the implementation of this Decree, the CLCG shall make the results of all sampling, laboratory reports, and/or test results generated by it, or on its behalf available to Ecology and shall submit these results in accordance with Section XI of this Decree.

1 Ground water sampling data shall be submitted to Ecology in accordance with WAC 173-
2 340-840(5) and Section XI of this Decree.

3 If requested by Ecology, the CLCG shall allow split or duplicate samples to be taken by
4 Ecology and/or its authorized representatives of any samples collected by the CLCG pursuant to the
5 implementation of this Decree. The CLCG shall notify Ecology seven (7) days in advance of any
6 sample collection or work activity at the Site. Ecology shall, upon request, allow split or duplicate
7 samples to be taken by the CLCG or any authorized representatives of any samples collected by
8 Ecology pursuant to the implementation of this Decree provided it does not interfere with the
9 Department's sampling. Without limitation on Ecology's rights under Section IX, Ecology shall
10 endeavor to notify Defendants prior to any sample collection activity.

11 XI. PROGRESS REPORTS

12 Unless specified otherwise in the Ecology-approved compliance monitoring plan, the CLCG
13 shall submit to Ecology written monthly progress reports which describe the actions taken during
14 the previous month to implement the requirements of this Decree. The progress shall include the
15 following:

- 16 A. A list of on-site activities that have taken place during the month;
- 17 B. Detailed description of any deviations from required tasks not otherwise documented
18 in project plans or amendment requests;
- 19 C. Description of all deviations from the schedule (Exhibit C) during the current month
20 and any planned deviations in the upcoming month;
- 21 D. For any deviations in schedule, a plan for recovering lost time and maintaining
22 compliance with the schedule;
- 23 E. All raw data (including laboratory analysis) received by the CLCG during the past
24 month and an identification of the source of the sample; and
- 25 F. A list of deliverables for the upcoming month if different from the schedule.
- 26

1 All progress reports required by this Section XI shall be submitted by the tenth day of the
2 month in which they are due after the effective date of this Decree. Unless otherwise specified,
3 progress reports and any other documents submitted pursuant to this Decree shall be sent by
4 certified mail, return receipt requested, to Ecology's project coordinator.

5 XII. RETENTION OF RECORDS

6 In accordance with WAC 173-340-850, each Defendant shall preserve, during the pendency
7 of this Decree and for ten (10) years from the date this Decree is no longer in effect as provided in
8 Section XXV, all records, reports, documents, and underlying data in its possession relevant to the
9 implementation of this Decree and shall insert in contracts with project contractors and
10 subcontractors a similar record retention requirement. Upon request of Ecology, Defendants shall
11 make all non-archived records available to Ecology and allow access for review. All archived
12 records shall be made available to Ecology within a reasonable period of time.

13 XIII. TRANSFER OF INTEREST IN PROPERTY

14 No voluntary or involuntary conveyance or relinquishment of title, easement, leasehold, or
15 other interest in any portion of the Centralia Landfill shall be consummated without provision for
16 continued operation and maintenance of any containment system, treatment system, and monitoring
17 system installed or implemented pursuant to this Decree.

18 Prior to transfer of any legal or equitable interest in all or any portion of the Centralia
19 Landfill, and during the effective period of this Decree, the transferring Defendant shall serve a
20 copy of this Decree upon any prospective purchaser, lessee, transferee, assignee, or other successor
21 in interest of such property; and, at least thirty (30) days prior to any transfers, such Defendant shall
22 notify Ecology and all other Defendants of said contemplated transfer.

23 XIV. RESOLUTION OF DISPUTES

24 A. Ecology and the Defendants shall resolve any dispute which arises as to an approval,
25 disapproval, proposed modification or other decision or action by Ecology's project coordinator
26

1 during the implementation of this Decree pursuant to the dispute resolution procedure set forth
2 below.

3 (1) Upon receipt of the Ecology project coordinator's decision, a Defendant has fourteen
4 (14) days within which to notify Ecology's project coordinator and the project coordinator(s) for the
5 other parties, in writing, of its objection to the decision.

6 (2) The project coordinators shall then confer in an effort to resolve the dispute. If the
7 project coordinators cannot resolve the dispute within fourteen (14) days, Ecology's project
8 coordinator shall issue a written decision.

9 (3) If the dispute remains unresolved, within (7) working days of receipt of the Ecology
10 project coordinator's written decision, the parties seeking dispute resolution may then submit a
11 written request for review of the dispute to the Toxics Cleanup Program Manager.

12 (4) Ecology's Toxics Cleanup Program Manager shall conduct a review of the dispute
13 and shall issue a written decision regarding the dispute within thirty (30) days of the parties' request
14 for review. The Program Manager's decision shall be Ecology's final decision on the disputed
15 matter.

16 B. If Ecology's final written decision is unacceptable to a Defendant, the Defendant has
17 the right to submit the dispute to the Court for resolution. The parties agree that one judge should
18 retain jurisdiction over this case and shall, as necessary, resolve any dispute arising under this
19 Decree. In the event a Defendant presents an issue to the Court for review, the Court shall review
20 the action or decision of Ecology on the basis of whether such action or decision was arbitrary and
21 capricious and render a decision based on such standard of review.

22 C. The parties agree to only utilize the dispute resolution process in good faith and
23 ~~agree to expedite, to the extent possible, the dispute resolution process whenever it is used. Where~~
24 a party utilizes the dispute resolution process in bad faith or for purposes of delay, the other parties
25 may seek sanctions.
26

1 D. Implementation of these dispute resolution procedures shall not provide a basis for
2 delay of any activities required in this Decree, unless Ecology agrees in writing to a schedule
3 extension or the Court so orders.

4 **XV. AMENDMENT OF CONSENT DECREE**

5 A. With the exception set forth in paragraph C of this Section XV and minor
6 modification as set forth in Section VII, this Decree may only be amended by a written stipulation
7 among the parties to this Decree. Such amendment shall become effective upon entry by the Court.
8 Agreement to amend shall not be unreasonably withheld by any party to the Decree.

9 B. The party seeking amendment shall submit any request for an amendment to all
10 other parties (the Responding Parties) for approval. The Responding Parties shall indicate their
11 approval or disapproval in a timely manner after the request for amendment is received. If the
12 amendment to the Decree is substantial, Ecology will provide public notice and opportunity for
13 comment. Reasons for any disapproval shall be stated in writing. If the Responding Parties do not
14 agree to any proposed amendment, the disagreement may be addressed through the dispute
15 resolution procedures described in Section XIV of this Decree.

16 C. Written stipulation by the parties is not needed for schedule extensions granted
17 pursuant to Section XVI of this Decree. Any such extension shall become effective on the date on
18 which Ecology issues its written approval.

19 **XVI. EXTENSION OF SCHEDULE**

20 A. An extension of schedule shall be granted by Ecology only when a request for an
21 extension is submitted in a timely fashion, generally at least 30 days prior to expiration of the
22 deadline for which the extension is requested, and good cause exists for granting the extension. All
23 extensions shall be requested in writing. The request shall specify the reason(s) the extension is
24 needed.

25 An extension shall only be granted for such period of time as Ecology determines is
26 reasonable under the circumstances. A requested extension shall not be effective until approved by

1 Ecology or the Court. Ecology shall act upon any written request for extension in a timely fashion.
2 It shall not be necessary to formally amend this Decree pursuant to Section XV when a schedule
3 extension is granted.

4 B. The burden shall be on the Defendant seeking the extension to demonstrate to the
5 satisfaction of Ecology that the request for such extension has been submitted in a timely fashion
6 and that good cause exists for granting the extension. Good cause includes, but is not limited to, the
7 following.

8 (1) Circumstances beyond the reasonable control and despite the due diligence of
9 Defendant including delays caused by unrelated third parties or Ecology, such as (but not limited
10 to) delays by Ecology in reviewing, approving, or modifying documents submitted by Defendants;
11 or

12 (2) Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other
13 unavoidable casualty; or

14 (3) Endangerment as described in Section XVII.

15 However, neither increased costs of performance of the terms of the Decree nor changed
16 economic circumstances shall be considered circumstances beyond the reasonable control of
17 Defendants.

18 C. Ecology may extend the schedule for a period not to exceed ninety (90) days, except
19 where an extension is needed as a result of:

20 (1) Delays in the issuance of a necessary permit which was applied for in a timely
21 manner; or

22 (2) Other circumstances deemed exceptional or extraordinary by Ecology; or

23 ~~(3) Endangerment as described in Section XVII.~~

24 Ecology shall give Defendants written notification in a timely fashion of any extensions
25 granted pursuant to this Decree.

26

XVII. ENDANGERMENT

In the event Ecology determines that activities implementing or in compliance with this Decree, or any other circumstances or activities, are creating or have the potential to create a danger to the health or welfare of the people on the Site or in the surrounding area or to the environment, Ecology may order the Defendants to stop further implementation of this Decree for such period of time as needed to abate the danger or may petition the Court for an order as appropriate. During any stoppage of work under this section, the obligations of the Defendants with respect to the work under this Decree which is ordered to be stopped shall be suspended and the time periods for performance of that work, as well as the time period for any other work dependent upon the work which is stopped, shall be extended, pursuant to Section XVI of this Decree, for such period of time as Ecology determines is reasonable under the circumstances.

In the event the Defendants determine that activities undertaken in furtherance of this Decree or any other circumstances or activities are creating an endangerment to the people on the Site or in the surrounding area or to the environment, the Defendants may stop implementation of this Decree for such period of time necessary for Ecology to evaluate the situation and determine whether the Defendants should proceed with implementation of the Decree or whether the work stoppage should be continued until the danger is abated. The Defendants shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after such stoppage of work, and thereafter provide Ecology with documentation of the basis for the work stoppage. If Ecology disagrees with the Defendants' determination, it may order the Defendants to resume implementation of this Decree. If Ecology concurs with the work stoppage, the Defendants' obligations shall be suspended and the time period for performance of that work, as well as the time

period for any other work dependent upon the work which was stopped, shall be extended, pursuant to Section XVI of this Decree, for such period of time as Ecology determines is reasonable under the circumstances. Any disagreements pursuant to this clause shall be resolved through the dispute resolution procedures in Section XIV.

1 XVIII. COVENANT NOT TO SUE; REOPENERS

2 A. **Covenant Not to Sue:** In consideration of Defendants' compliance with the terms
3 and conditions of this Decree, Ecology agrees that compliance with this Decree shall stand in lieu
4 of any and all administrative, legal, and equitable remedies and enforcement actions available to
5 Ecology against Defendants for matters within the scope of this Decree. This covenant is strictly
6 limited in its application to the Site defined in Section IV.G. of this Decree and to those hazardous
7 substances that Ecology knows to be located at the Site as of the entry of this Decree. This
8 covenant is not applicable to any other hazardous substance and Ecology retains all of its authority
9 relative to such substances and areas.

10 B. **Reopeners:** In the following circumstances Ecology may exercise its full legal
11 authority to address releases and/or threatened releases of hazardous substances at the Site,
12 notwithstanding the covenant not to sue set forth above:

13 (1) If Defendants fail to comply with the terms and conditions of this Decree, including
14 all attachments, and, after written notice of noncompliance, Defendants fail to come into
15 compliance;

16 (2) If the remedial action conducted at the Site fails to meet the cleanup standards set
17 forth in the Cleanup Action Plan, Exhibit B of this Consent Decree;

18 (3) If factors not known at the time of entry of this Decree are discovered and such
19 factors present a previously unknown threat to human health or the environment that are not
20 addressed by the Cleanup Action Plan; or

21 (4) If action beyond the terms of this Decree is necessary to abate an imminent and
22 substantial endangerment to public health or welfare or the environment.

23 D. **Applicability:** The Covenant Not to Sue set forth above shall have no applicability
24 whatsoever to:

25 (1) Criminal liability;
26

- (2) Any Ecology action against persons not a party to this Decree; or
- (3) Liability for damages for injury to, destruction of or loss of natural resources.

XIX. INDEMNIFICATION

To the extent permitted by law, the CLCG agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property arising from or on account of acts or omissions of the CLCG, their officers, employees, agents, or contractors in entering into and implementing this Decree. However, the CLCG shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in implementing the activities pursuant to this Decree.

To the extent permitted by law, Ecology agrees to indemnify and save and hold the Defendants, their agents and employees harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property arising from or on account of acts or omissions of Ecology, its employees, agents, or contractors in entering into and implementing this Decree. However, Ecology shall not indemnify the Defendants nor save nor hold their employees and agents harmless from any claims or causes of action arising out of the negligent or intentional acts or omissions of the Defendants, or the employees and agents of the Defendants in implementing the activities pursuant to this Decree.

XX. COMPLIANCE WITH APPLICABLE LAWS

A. All actions carried out by Defendants pursuant to this Decree shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in paragraph B of this section.

B. Pursuant to RCW 70.105D.090(1), the substantive requirements of chapters 70.94, 70.95, 70.105, 75.20, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals for the cleanup action under this Decree that are known to be

1 applicable at the time of entry of the Decree have been included in Exhibit B, the Cleanup Action
2 Plan, and are binding and enforceable requirements of the Decree.

3 Defendants have a continuing obligation to determine whether additional permits or
4 approvals addressed in RCW 70.105D.090(1) would otherwise be required for the cleanup action
5 under this Decree. In the event that any party determines that additional permits or approvals
6 addressed in RCW 70.105D.090(1) would otherwise be required for the cleanup action under this
7 Decree, that party shall promptly notify the other parties of this determination. Ecology shall
8 determine whether Ecology or the Defendants shall be responsible to contact the appropriate state
9 and/or local agencies. If Ecology so requires, Defendants shall promptly consult with the
10 appropriate state and/or local agencies and provide Ecology with written documentation from those
11 agencies of the substantive requirements those agencies believe are applicable to the remedial
12 action. Ecology shall make the final determination on the additional substantive requirements that
13 must be met by the Defendants and on how the Defendants must meet those requirements. Ecology
14 shall inform each Defendant in writing of these requirements. Once established by Ecology, the
15 additional requirements shall be enforceable requirements of this Decree. Defendants shall not
16 begin or continue the cleanup action potentially subject to the additional requirements until Ecology
17 makes its final determination.

18 Ecology shall ensure that notice and opportunity for comment is provided to the public and
19 appropriate agencies prior to establishing the substantive requirements under this section.

20 C. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the
21 exemption from complying with the procedural requirements of the laws referenced in RCW
22 70.105D.090(1) would result in the loss of approval from a federal agency which is necessary for
23 ~~the State to administer any federal law, the exemption shall not apply and the Defendants shall~~

24 comply with both the procedural and substantive requirements of the laws referenced in RCW
25 70.105D.090(1), including any requirements to obtain permits.
26

1 **XXI. REMEDIAL AND INVESTIGATIVE COSTS**

2 The CLCG agrees to pay costs incurred by Ecology pursuant to this Decree. These costs
3 shall include work performed by Ecology or its contractors for, or on, the Site under Ch. 70.105D
4 RCW both prior to and subsequent to the issuance of this Decree for investigations, remedial
5 actions, and Decree preparation, negotiations, oversight and administration. Ecology costs shall
6 include costs of direct activities and support costs of direct activities as defined in WAC 173-340-
7 550(2). The CLCG agrees to pay the required amount within ninety (90) days of receiving from
8 Ecology an itemized statement of costs that includes a summary of costs incurred, an identification
9 of involved staff, and the amount of time spent by involved staff members on the project. A general
10 statement of work performed will be provided upon request. Itemized statements shall be prepared
11 quarterly. Failure to pay Ecology's costs within ninety (90) days of receipt of the itemized
12 statement will result in interest charges at the rate of twelve percent per annum.

13 **XXII. IMPLEMENTATION OF REMEDIAL ACTION**

14 If Ecology determines that any Defendant has failed without good cause to implement any
15 obligation of such Defendant under this Decree, Ecology may, after notice to Defendants, perform
16 any or all portions of the work required under this Decree that remain incomplete. If Ecology
17 performs all or portions of the cleanup action because of the Defendants' failure to comply with
18 Defendants' obligations under this Decree, Defendant(s) shall reimburse Ecology for the costs of
19 doing such work in accordance with Section XXI, provided that Defendant(s) are not obligated
20 under this section to reimburse Ecology for costs incurred for work inconsistent with or beyond the
21 scope of this Consent Decree.

22 **XXIII. FIVE YEAR REVIEW**

23 As the cleanup action, including ground water monitoring, continues at the Site, the parties
24 agree to review the progress of remedial action at the Site, and to review the data accumulated as a
25 result of Site monitoring as often as is necessary and appropriate under the circumstances. At least
26 every five years the parties shall meet to discuss the status of the Site and the need, if any, of further

1 remedial action at the Site. Ecology reserves the right to require further remedial action at the Site
2 under appropriate circumstances. This provision shall remain in effect for the duration of the
3 Decree.

4 XXIV. PUBLIC PARTICIPATION

5 Ecology shall maintain the responsibility for public participation at the Site. However, the
6 Defendants shall cooperate with Ecology and, if agreed to by Ecology, shall take the following
7 actions:

8 A. The CLCG shall prepare drafts of public notices and fact sheets at important stages
9 of the cleanup action. Ecology will finalize (including editing if necessary) and distribute any such
10 fact sheets and prepare and distribute public notices of Ecology's presentations and meetings;

11 B. The Defendants shall notify Ecology's project coordinator prior to the preparation of
12 any press releases and fact sheets, and before any major meetings with the interested public and
13 local governments. Likewise, Ecology shall notify Defendants prior to the issuance of all press
14 releases and fact sheets, and before major meetings with the interested public and local
15 governments;

16 C. The CLCG shall participate in public presentations on the progress of the cleanup
17 action at the Site. Participation may be through attendance at public meetings to assist in answering
18 questions, or as a presenter;

19 D. In cooperation with Ecology, the CLCG shall arrange and/or continue information
20 repositories to be located at

21 Utilities Department
22 City of Centralia
1401 West Mellon Street
23 ~~Centralia, Washington 98531~~

24 Southwest Regional Office
25 Department of Ecology
P.O. Box 47775
26 Olympia, Washington 98504-7775

1 At a minimum, copies of all public notices, fact sheets, and press releases; and technical and
2 procedural reports prepared pursuant to Exhibit B shall be promptly placed in these repositories.

3 **XXV. DURATION OF DECREE**

4 This Decree shall remain in effect and the cleanup program described in the Decree shall be
5 maintained and continued until the Defendants have received written notification from Ecology that
6 the requirements of this Decree have been satisfactorily completed, and the Court has terminated
7 this Decree.

8 **XXVI. CLAIMS AGAINST THIRD PARTIES**

9 The Defendants expressly reserve their right to recover any costs incurred in implementing
10 this Decree from any other potentially liable person not a party to this Consent Decree.

11 **XXVII. CLAIMS AGAINST THE STATE**

12 The Defendants hereby agree that they will not seek to recover any costs incurred in
13 implementing this Decree from the State of Washington or any of its agencies. Nothing in this
14 Decree shall impair the right of the members of the CLCG to apply for grant funding from the
15 Local Toxics Control Account under RCW 70.105D.070(3) and ch. 173-322 WAC for any eligible
16 portion of the work required by this Decree. The submission of an application for such grant
17 funding shall not be deemed to be the filing of a "claim" for purposes of this section.

18 **XXVIII. CONTRIBUTION PROTECTION**

19 To the extent permitted by law, the Defendants shall not be liable for claims of contribution
20 by other PLP's not signatories to the Decree regarding matters addressed in this Decree. The
21 percentage of response costs paid by the Defendants under this Decree shall in no way constitute an
22 admission as to an appropriate allocation of liability, if any, at the Site.

23 **XXIX. FINANCIAL ASSURANCE**

24 Within 60 days of the effective date of this Decree, the Defendants shall submit to Ecology
25 for review and approval an estimate of the costs that they will incur in carrying out the terms of this
26 Decree, including operation and maintenance and compliance monitoring. Within 60 days after

1 Ecology approves the estimate, the Defendants shall provide financial assurance sufficient to cover
2 all such costs in a form acceptable to Ecology. The Defendants shall update the estimated cost of
3 performing their obligations under this Decree every year. If the estimated cost of performance
4 increases beyond the amount for which the Defendants have previously provided financial
5 assurance, the Defendants shall promptly provide financial assurance for the additional costs.

6 **XXX. EFFECTIVE DATE**

7 This Decree is effective upon the date it is entered by the Court. This Consent Decree shall
8 supercede all other Consent Decrees filed in this action.

9 **XXXI. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT**

10 This Decree has been the subject of public notice and comment under RCW
11 70.105D.040(4)(a). As a result of this process, Ecology has found that this Decree will lead to a
12 more expeditious cleanup of hazardous substances at the Site, in compliance with applicable
13 cleanup standards.

14 If the Court withholds or withdraws its consent to this Decree, it shall be null and void at the
15 option of any party and the Complaint shall be dismissed without costs and without prejudice. In
16 such an event, no party shall be bound by the requirements of this Decree.

17 **XXXII. LAND USE RESTRICTIONS**

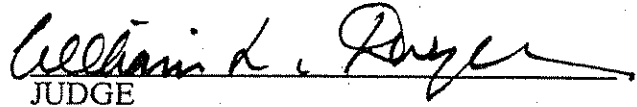
18 The City of Centralia agrees that the restrictive covenant, attached hereto as Exhibit D and
19 by this reference incorporated herein, shall be recorded with the office of the Lewis County Auditor
20 within 10 days of the entry of this Decree and shall restrict future uses of the Centralia Landfill. A
21 copy of the signed and recorded restrictive covenant shall be sent to the Ecology project
22 coordinator, identified in Section VII of this Decree, within 30 days of the entry of this Decree.

23 ~~After completion of the remedial action required by this Decree, and when the criteria in WAC 173-~~

24 340-440 are met, the City of Centralia may request that the restrictive covenant be removed. With
25 Ecology's prior written approval, the City of Centralia, or its successor(s), may record an
26

instrument that provides that the restrictive covenant provided in Exhibit D shall no longer limit
uses of the Site or be of any further force or effect.

DATED this 22nd day of May, 2000.

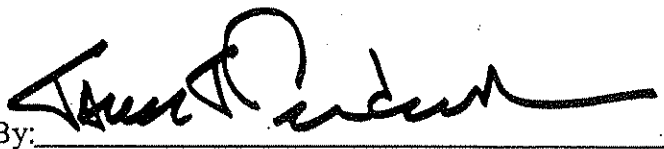

JUDGE

United States District Court

STATE OF WASHINGTON

Date: 2/09/01

By:


JIM PENDOWSKI
Washington Department of Ecology
Program Manager
Toxics Cleanup Program

Date: _____

By:

KEN LEDERMAN, WSBA #26515
Assistant Attorney General
State of Washington
Office of Attorney General

CENTRALIA LANDFILL CLOSURE GROUP

Date: _____

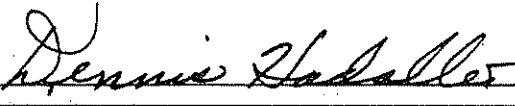
By:

ELIZABETH THOMAS, WSBA # _____
DENISE L. STIFFARM, WSBA # _____
Preston, Gates & Ellis LLP
Attorneys for Centralia Landfill Closure Group

LEWIS COUNTY

Date: 12-11-00

By:



Printed Name: Dennis Hadaller

Title: Chairman, Board of County Commissioners

1 instrument that provides that the restrictive covenant provided in Exhibit D shall no longer limit
2 uses of the Site or be of any further force or effect.

3
4 DATED this _____ day of _____, 2000.

5
6 JUDGE
United States District Court

7
8 **STATE OF WASHINGTON**

9 Date: _____

By: 

JIM PENDOWSKI
Washington Department of Ecology
Program Manager
Toxics Cleanup Program

10
11
12 Date: 4/9/01

By: 

KEN LEDERMAN, WSBA #26515
Assistant Attorney General
State of Washington
Office of Attorney General

13
14
15
16 **CENTRALIA LANDFILL CLOSURE GROUP**

17 Date: 1-25-04

By: 

ELIZABETH THOMAS, WSBA # 11544
DENISE L. STIFFARM, WSBA # 26102
Preston, Gates & Ellis LLP
Attorneys for Centralia Landfill Closure Group

18
19
20 **LEWIS COUNTY**

21 Date: 12-11-00

By: 

Printed Name: Dennis Haddaker

22
23
24 Title: Chairman, Board of County Commissioners

1 CITY OF CENTRALIA

2 Date: 11/13/00

By: Tim A. Browne

3 Printed Name: Tim A. Browne

4 Title: MAYOR

5 CITY OF CHEHALIS

6 Date: _____

By: _____

7 Printed Name: _____

8 Title: _____

9 CITY OF MORTON

10 Date: _____

By: _____

11 Printed Name: _____

12 Title: _____

13 CITY OF MOSSYROCK

14 Date: _____

By: _____

15 Printed Name: _____

16 Title: _____

17 TOWN OF PE ELL

18 Date: _____

By: _____

19 Printed Name: _____

20 Title: _____

1 CITY OF CENTRALIA

2 Date: _____

By: _____

3 Printed Name: _____

4 Title: _____

5 CITY OF CHEHALIS

6 Date: 11-27-00

By: 

7 Printed Name: Isaac S. Pope

8 Title: Mayor Pro Tem

9 CITY OF MORTON

10 Date: _____

By: _____

11 Printed Name: _____

12 Title: _____

13 CITY OF MOSSYROCK

14 Date: _____

By: _____

15 Printed Name: _____

16 Title: _____

17 TOWN OF PE ELL

18 Date: _____

By: _____

19 Printed Name: _____

20 Title: _____

1 CITY OF CENTRALIA

2 Date: _____

By: _____

3 Printed Name: _____

4 Title: _____

5 CITY OF CHEHALIS

6 Date: _____

By: _____

7 Printed Name: _____

8 Title: _____

10 CITY OF MORTON

11 Date: 10/30/2000

By: Gene Coriano

12 Printed Name: Gene Coriano

13 Title: Mayor

14 CITY OF MOSSYROCK

15 Date: _____

By: _____

16 Printed Name: _____

17 Title: _____

19 TOWN OF PE ELL

20 Date: _____

By: _____

21 Printed Name: _____

22 Title: _____

1 CITY OF CENTRALIA

2 Date: _____

By: _____

3

Printed Name: _____

4

Title: _____

5

6 CITY OF CHEHALIS

7 Date: _____

By: _____

8

Printed Name: _____

9

Title: _____

10 CITY OF MORTON

11 Date: _____

By: _____

12

Printed Name: _____

13

Title: _____

14 CITY OF MOSSYROCK

15 Date: 12/7/00

16 By: Nanette Crocker

17 Printed Name: NANETTE CROCKER

18 Title: MAYOR

19 TOWN OF PE ELL

20 Date: _____

By: _____

21 Printed Name: _____

22 Title: _____

1 CITY OF CENTRALIA

2 Date: _____

By: _____

3 Printed Name: _____

4 Title: _____

5 CITY OF CHEHALIS

6 Date: _____

By: _____

7 Printed Name: _____

8 Title: _____

10 CITY OF MORTON

11 Date: _____

By: _____

12 Printed Name: _____

13 Title: _____

14 CITY OF MOSSYROCK

15 Date: _____

By: _____

16 Printed Name: _____

17 Title: _____

19 TOWN OF PE ELL

20 Date: 11/21/2000

By: Daniel Cox

21 Printed Name: DANIEL COX

22 Title: MAYOR, TOWN OF PE ELL

1 CITY OF VADER

2 Date: October 11, 2000

By: Bob Spain

3

Printed Name: Bob Spain

4

Title: Mayor

5

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**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

RE: AUTHORIZING THE EXECUTION)
OF A CLEANUP ACTION PLAN)
CONSENT DECREE REGARDING THE)
CENTRALIA LANDFILL CLOSURE)

Resolution #00- 423

WHEREAS, Lewis County, together with the City of Centralia and certain other incorporated cities and towns located within Lewis County have heretofore entered into a 1991 Consent Decree regarding an Interim Action and into a 1993 Consent Decree for a Remedial Investigation/Feasibility Study regarding the Centralia Landfill; and

WHEREAS, Lewis County and the other signatories to the Consent Decrees have negotiated a Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure to provide for cleanup action at a facility where there has been a release or threatened release of hazardous substances (the "CAP Consent Decree"); and

WHEREAS, Lewis County and the other signatories to the Consent Decrees are authorized to enter into the proposed CAP Consent Decree; and

WHEREAS, the Board of County Commissioners of Lewis County finds and determines that the proposed CAP Consent Decree is fair and advantageous to each of the parties thereto, and is in the best interests of Lewis County and its citizens;

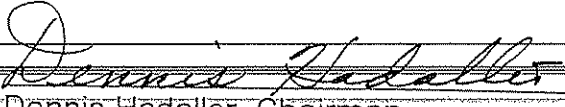
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners as follows:

Section 1. The Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure (the "CAP Consent Decree") attached hereto as Exhibit A and incorporated herein by reference, is hereby approved. The Chairman is hereby authorized to execute said Second Amended Closure Agreement on behalf of Lewis County in substantially the form attached.

DONE IN OPEN SESSION this 11th day of December, 2000.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

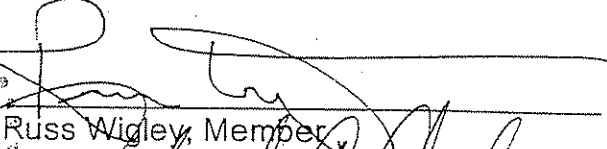
APPROVED AS TO FORM:
Jeremy Randolph, Prosecutor

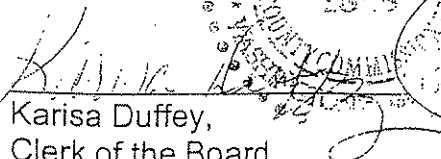

Dennis Hadaller, Chairman

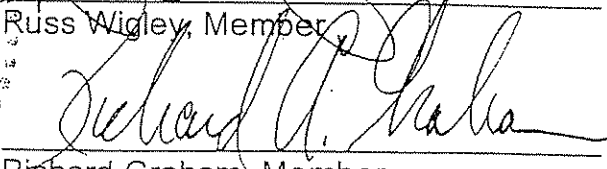
By: Civil Deputy

APPROVED w/o CONTENT REVIEW

ATTEST:


Russ Wigley, Member


Karisa Duffey,
Clerk of the Board


Richard Graham, Member

RESOLUTION NO. 2386

A RESOLUTION OF THE CITY OF CENTRALIA,
WASHINGTON, AUTHORIZING EXECUTION OF
A CLEANUP ACTION PLAN CONSENT DECREE
REGARDING CENTRALIA LANDFILL CLOSURE

WHEREAS, The City of Centralia, together with Lewis County (the "County") and certain other incorporated cities and towns located within the County have heretofore entered into a 1991 Consent Decree regarding an Interim Action and into a 1993 Consent Decree for a Remedial Investigation/Feasibility Study regarding the Centralia Landfill; and

WHEREAS, the City and the other signatories to the Consent Decrees have negotiated a Cleanup Action Plan Consent Decree regarding Centralia Landfill Closure to provide for cleanup action at a facility where there has been a release or threatened release of hazardous substances (the "CAP" Consent Decree"); and

WHEREAS, the City and the other signatories to the Consent Decrees are authorized to enter into the proposed CAP Consent Decree; and

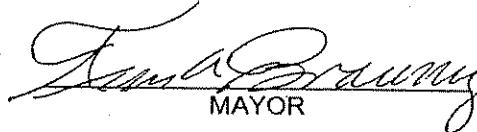
WHEREAS, the City Council of the City of Centralia finds and determines that the proposed CAP Consent Decree is fair and advantageous to each of the parties thereto, and is in the best interests of the City and its citizens;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF CENTRALIA AS FOLLOWS:

Section 1

The Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure (the "CAP Consent Decree") attached hereto as Exhibit A and incorporated herein by reference, is hereby approved. The Mayor is hereby authorized to execute said Second Amended Closure Agreement on behalf of the City in substantially the form attached.

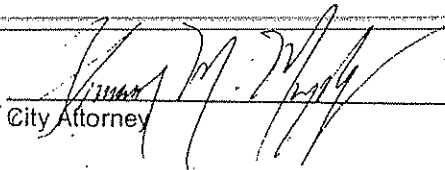
Adopted by the City Council of the City of Centralia, Washington and executed by its Mayor at a regularly scheduled meeting thereof this 24 day of October, 2000.


MAYOR

ATTEST:


City Clerk

APPROVED TO FORM:


City Attorney

RESOLUTION NO. 17-2000

A RESOLUTION OF THE CITY OF CHEHALIS,
WASHINGTON, AUTHORIZING EXECUTION OF A
CLEANUP ACTION PLAN CONSENT DECREE
REGARDING CENTRALIA LANDFILL CLOSURE.

WHEREAS, the City of Chehalis, together with Lewis County (the "County") and certain other incorporated cities and towns located within the County have heretofore entered into a 1991 Consent Decree regarding an Interim Action and into a 1993 Consent Decree for a Remedial Investigation/Feasibility Study regarding the Centralia Landfill; and

WHEREAS, the City and the other signatories to the Consent Decree have negotiated a Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure to provide for cleanup action at a facility where there has been a release or threatened release of hazardous substances (the "CAP Consent Decree"); and

WHEREAS, the City and the other signatories to the Consent Decree are authorized to enter into the proposed CAP Consent Decree; and

WHEREAS, the City Council of the City of Chehalis finds and determines that the proposed CAP Consent Decree is fair and advantageous to each of the parties thereto, and is in the best interests of the City and its citizens; now, therefore,

THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO
RESOLVE AS FOLLOWS:

Section 1. The Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure (the "CAP Consent Decree") attached hereto as Exhibit A and incorporated herein by reference, is hereby approved. The Mayor is hereby authorized to execute said Second Amended Closure Agreement on behalf of the City in substantially the form attached.

ADOPTED by the City Council of the City of Chehalis, Washington, and APPROVED
by its Mayor, at a regularly scheduled open public meeting thereof this 17th day of

December, 2000.


Mayor

Attest:

Margaret F. Lipp
City Clerk

Approved as to form: Only:

[Signature]
City Attorney



RESOLUTION NO. 409

A RESOLUTION OF THE CITY OF MORTON AUTHORIZING
EXECUTION OF A CLEAN-UP ACTION PLAN CONSENT
DECREE REGARDING CENTRALIA LANDFILL CLOSURE

WHEREAS, The City of Morton, together with Lewis County (the "County") and certain other incorporated cities and towns located within the County have heretofore entered into a 1991 Consent Decree regarding an Interim Action and into a 1993 Consent Decree for a Remedial Investigation/feasibility Study regarding the Centralia Landfill; and

WHEREAS, the City and the other signatories to the Consent Decrees have negotiated a Clean-up Action Plan Consent Decree Regarding Centralia Landfill Closure to provide for clean-up action at a facility where there has been a release or threatened release of hazardous substances (the "CAP Consent Decree"); and

WHEREAS, the City and the other signatories to the Consent Decrees are authorized to enter into the proposed CAP Consent Decree; and

WHEREAS, the City Council of the City of Morton finds and determines that the proposed CAP Consent Decree is fair and advantageous to each of the parties thereto, and is in the best interests of the City and its citizens;


NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORTON AS FOLLOWS:

Section 1. The Clean-up Action Plan Consent Decree Regarding Centralia Landfill Closure (the "CAP Consent Decree") attached hereto as Exhibit A and incorporated herein by reference, is hereby approved. The Mayor is hereby authorized to execute said Second Amended Closure Agreement on behalf of the City in substantially the form attached.

APPROVED this 23rd day of October, 2000


GENE CORIANO, MAYOR

Attest:


SHERRY CLAYCAMP, CITY CLERK

RESOLUTION 2000-9

A RESOLUTION OF THE CITY OF MOSSYROCK AUTHORIZING EXECUTION OF A CLEANUP ACTION PLAN CONSENT DECREE REGARDING CENTRALIA LANDFILL CLOSURE.

WHEREAS, The City of Mossyrock, together with Lewis County and certain other incorporated cities and towns located within the County have heretofore entered into a 1991 Consent Decree regarding an Interim Action and into a 1993 Consent Decree for a Remedial Investigation/Feasibility Study regarding the Centralia Landfill; and

WHEREAS, The City and the other signatories to the Consent Decree have negotiated a Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure to provide for cleanup action at a facility where there has been a release or threatened release of hazardous substances (the CAP Consent Decree); and

WHEREAS, The City and the other signatories to the Consent Decree are authorized to enter into the proposed CAP Consent Decree; and

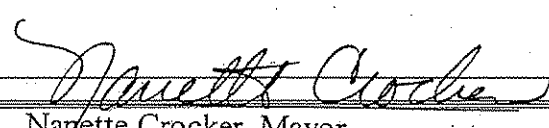
WHEREAS, the City Council of the City of Mossyrock finds and determines that the proposed CAP Consent Decree is fair and advantageous to each of the parties thereto and is in the best interest of the City and its citizens;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOSSYROCK AS FOLLOWS:

Section 1. The Cleanup Action Plan Consent Decree Regarding the Centralia Landfill Closure (the CAP Consent Decree) attached hereto as Exhibit A and incorporated herein by reference is hereby approved. The Mayor is hereby authorized to execute said Second Amended Closure Agreement on behalf of the City in substantially the form attached.

APPROVED by the City Council of the City of Mossyrock, Washington, by it's Mayor, at a regularly scheduled open public Meeting thereof, this 9th day of November 2000.


Penny L. Kaech, Clerk/Treasurer


Nanette Crocker, Mayor

Approved as to Form:


Kevin Yamamoto, City Attorney 26787

RESOLUTION NO. 129

A RESOLUTION OF THE TOWN OF PE ELL, WASHINGTON,
AUTHORIZING EXECUTION OF A CLEANUP ACTION PLAN CONSENT
DECREE REGARDING CENTRALIA LANDFILL CLOSURE

Whereas, the Town of Pe Ell, together with Lewis County (the "County") and certain other Incorporated Cities and Towns located within the County have heretofore entered into a 1991 consent decree regarding an interim action and into a 1993 consent decree for a remedial investigation/feasibility study regarding the Centralia landfill; and

Whereas, the Town and the other signatories to the consent decrees have negotiated a Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure to provide for cleanup action at a facility where there has been a release or threatened release of hazardous substances (the "CAP consent decree"); and

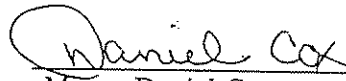
Whereas, the Town and the other signatories to the consent decrees are authorized to enter into the proposed CAP Consent Decree; and

Whereas, the Town Council of the Town of Pe Ell finds and determines that the proposed CAP Consent Decree is fair and advantageous to each of the parties thereto, and is in the best interests of the Town and its citizens;

NOW, THEREFORE, be it resolved by the Town Council of the Town of Pe Ell, Washington, as follows:

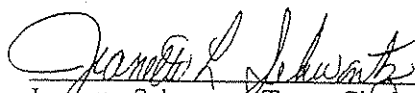
1. The Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure (the "CAP Consent Decree") attached hereto as Exhibit A, and incorporated herein by reference, is hereby approved. The Mayor is hereby authorized to execute said Second Amended Closure Agreement on behalf of the Town in substantially the form attached.

Adopted by the Town Council of the Town of Pe Ell, Washington, and approved by its Mayor at a regularly scheduled open public meeting thereof this 21st day of November, 2000.


Mayor Daniel Cox

Attest:

Approved as to Form:


Jeanette Schwartz, Town Clerk


Robert L. Schroeter, Town Attorney

RESOLUTION NO. 2000-08

A RESOLUTION OF THE CITY OF VADER, WASHINGTON
AUTHORIZING EXECUTION OF A CLEANUP ACTION
PLAN CONSENT DECREE REGARDING CENTRALIA
LANDFILL CLOSURE

WHEREAS, the City of Vader, Washington, together with Lewis County (the "County") and certain other incorporated cities and towns located within the County have heretofore entered into a 1991 Consent Decree regarding an Interim Action and into a 1993 Consent Decree for a Remedial Investigation/Feasibility Study regarding the Centralia Landfill; and

WHEREAS, the City of Vader and the other signatories to the Consent Decrees have negotiated a Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure to provide for cleanup action at a facility where there has been a release or threatened release of hazardous substances (the "CAP consent Decree"); and

WHEREAS, the City of Vader and the other signatories to the Consent Decrees are authorized to enter into the proposed CAP Consent Decree; and

WHEREAS, the City Council of the City of Vader finds and determines that the proposed CAP Consent Decree is fair and advantageous to each of the parties thereto, and is in the best interests of the City and its citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VADER AS FOLLOWS:


Section 1. The Cleanup Action Plan Consent Decree Regarding Centralia Landfill Closure (the "CAP consent Decree") attached hereto as Exhibit A and incorporated herein by reference, is hereby approved. The Mayor is hereby authorized to execute said Second Amended Closure agreement on behalf of the City in substantially the form attached.

ADOPTED by the City Council of the City of Vader, Washington and APPROVED by its mayor at a regularly scheduled open public meeting thereof this 18th day of October, 2000.



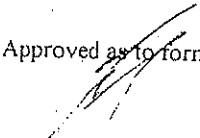
Mayor

ATTEST:



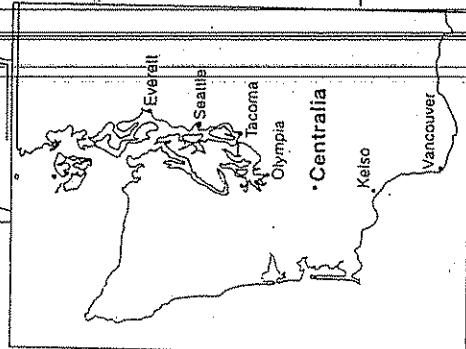
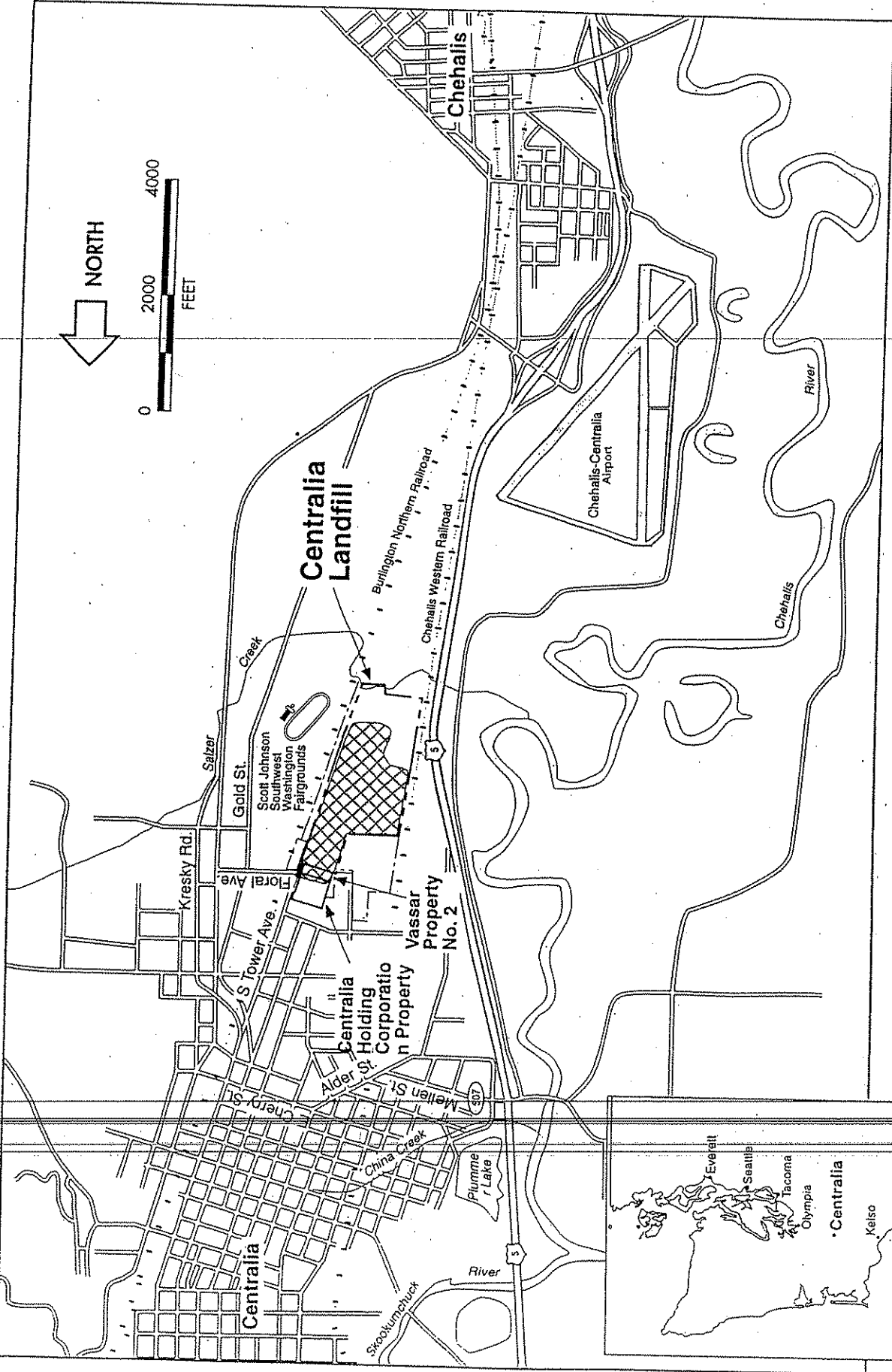
City Clerk/Treasurer

Approved as to form and content:



City Attorney

EXHIBIT A



LEGEND

 Extent of Refuse

Exhibit A

Centralia Landfill Site Diagram