



Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON

Ecology Division
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April 9, 2015

Patrick Cabbage
Eastern Regional Office
Department of Ecology
4601 N. Monroe
Spokane, WA 99205-1295

RE: **Marshall Landfill Site**

Patrick
Dear Mr. Cabbage:

Enclosed please find the original Access Agreement as signed by Janet Davidson on April 3, 2015. We have retained a copy for our file.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Danielle E. French

DANIELLE E. FRENCH
Legal Assistant to
ANDREW A. FITZ
Senior Counsel
(360) 586-8171

Enclosure

RECEIVED

APR 13 2015

Department of Ecology
Eastern Washington Office

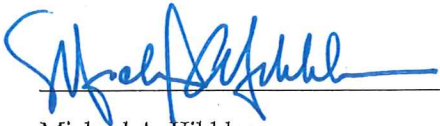


ACCESS AGREEMENT
Between the
Washington State Department of Ecology
and
Marshall Landfill, Inc.

The Washington State Department of Ecology (Ecology) and Marshall Landfill, Inc., agree to following terms and conditions of this Access Agreement:

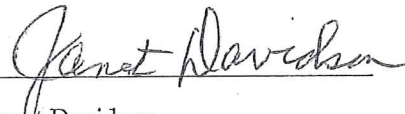
1. Ecology is responsible for the investigation and remediation of hazardous waste sites in Washington pursuant to the Model Toxics Control Act (MTCA), Chapter 70.105D RCW and Chapter 173-340 WAC.
2. Upon reasonable notice (unless an emergency prevents such notice), Ecology may exercise the power to enter upon any property to conduct investigations of a release of a hazardous substance, and to conduct remedial actions (including investigations) to remedy releases of hazardous substances. RCW 70.105D.030(1)(a) & (b); WAC 173-340-800.
3. Marshall Landfill, Inc. is the owner/operator of a site on which a release of hazardous substances has occurred. The Site is known as the Marshall Landfill (Site). The legal description of the property is as follows: Parcel number 24213.9009 (21 24 42 E1/2 OF NW1/4 OF NE1/4 OF SW1/4 & NE1/4 OF SW1/4 OF NE1/4 OF SW1/4); Parcel number 24213.9011 (21 24 42 SE1/4 OF SW1/4 OF NE1/4 OF SW1/4); Parcel number 24213.9018 (21 24 42 E1/2 OF SE1/4 OF SW1/4 EXC CO RD.); and Parcel number 24214.9041 (21 24 42 PTN OF SW1/4 OF SE1/4 LYG WLY OF RAILROAD EXC CO RD).
4. Marshall Landfill, Inc. has been designated as a "potentially liable person" for the Site. RCW 70.105D.020(21); .040.
5. By signing this Access Agreement, Marshall Landfill, Inc. grants full access rights to Ecology and/or any authorized representative of Ecology for the purpose of investigating and remediating the release of hazardous substances at the Site.
6. Marshall Landfill, Inc. agrees to indemnify, defend, and save and hold harmless the State of Washington, its employees, and agents from any and all claims or causes of action for death or injuries to persons or for loss or damage to property to the extent arising from or on account of acts or omissions of Marshall Landfill, Inc., its officers, employees, agents, or contractors in entering into this agreement or that may occur in the course of Ecology accessing the property pursuant to this agreement. However, Marshall Landfill, Inc. shall not indemnify the State of Washington, defend, nor save nor hold harmless its employees and agents from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into this agreement or accessing the property pursuant to this agreement.
7. Ecology and Marshall Landfill, Inc. may mutually amend this Access Agreement. Any amendments shall not be binding on either party unless such amendments are in writing and signed by an authorized representative of each party.

8. Ecology hereby reserves its right to file an action, if necessary, against Marshall Landfill, Inc. or any other "potentially liable person" to recover the remedial actions costs incurred by Ecology for any investigative and remedial actions at the Site. RCW 70.105D.050(3); WAC 173-340-550.
9. This Access Agreement between Ecology and Marshall Landfill, Inc. contains all the terms and conditions agreed upon by and between the parties. No other understandings, verbal or otherwise, regarding the subject matter of this agreement shall be enforceable on any of the parties.



Michael A. Hibbler
Eastern Regional Section Manager
Toxics Cleanup Program
Department of Ecology

Dated: 4/13/2015



Janet Davidson
Marshall Landfill, Inc. Administrator

Dated: 4-3-2015

AS YOU KNOW I CANNOT AFFORD AN ATTORNEY. FOR 20 YEARS GROUND WATER TESTING WAS DONE IN 3-4 WELLS ON THE MARSHALL LANDFILL. THIS WAS DONE THEN A SALEM COMPANY. FOR THE LAST 10 YRS. THERE HAS BEEN NO CONTAMINATION. FOR 20+ YRS. THERE WERE UNDERGROUND TANKS STORING GAS THAT WAS CONTAMINATING THE MARSHALL CITY WELL.

YOU NEED TO DO FURTHER INVESTIGATION BEFORE YOU NAME MLI AS THE MAIN PRP OF WATER THAT HAS ONLY SHOWN CONTAMINATION WITH YOUR TESTING. AS YOU KNOW, A LOT DEPENDS ON YEAR ROUND TESTING, OVER TIME.

Janet R. Davidson
(m. 150)

I'm SORRY F R THE DELAY, 'ut I had
to wait until THE 3rd to buy AN ENVELOPE
AND POSTAGE. THANK YOU FOR YOUR PATIENCE.

Sincerely,
Janet Davidson