

YAKIMA RAILROAD AREA
Brad Martin Group Consent Decree

FS 500

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

DEC 20 1996

JAMES R. LARSEN, CLERK

DEPUTY

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

CI-96-3197-FVS
No.

STATE OF WASHINGTON, DEPARTMENT
OF ECOLOGY,

Plaintiff,

COMPLAINT

-vs-

AC LABEL CO./BERRYMAN PRODUCTS;
ADVANCED MICRO DEVICES, INC.; AIR
PRODUCTS AND CHEMICALS, INC.;
ALLIEDSIGNAL INC.; ALLIEDSIGNAL
INC.; STATE OF ARIZONA;
SWIFT-ECKRICH, INC., d/b/a ARMOUR
SWIFT-ECKRICH; WHITTAKER
CORPORATION; BLOUNT, INC.; BFM
ENERGY, INC.; BP AMERICA INC.
(HITCO) and BP EXPLORATION & OIL
INC.; BRIGHAM AND WOMEN'S
HOSPITAL; CARL J. HEINZ PROPERTY;
CARRIER CORPORATION; DATACHEM
LABORATORIES; DELTA AIR LINES, INC.;
EPC LAND, INC.; EMERSON ELECTRIC
CO.; FENTRON BUILDING PRODUCTS
INC.; GATX TERMINALS CORP.; GSF
ENERGY, L.L.C.; GAST MANUFACTURING
CORPORATION; THE GOODYEAR TIRE &
RUBBER COMPANY; GREAT WESTERN
CHEMICAL COMPANY; GULTON
INDUSTRIES; HCI U.S.A. DISTRIBUTION
COMPANIES/LOS ANGELES TERMINALS;
HEWLETT-PACKARD COMPANY;
HEWLETT-PACKARD as successor in interest
to AVANTEK, INC.; H&H TUBE &
MANUFACTURING COMPANY; HEXFET
AMERICA; HONEYWELL INC.; ITT
CANNON DIVISION OF ITT INDUSTRIES,
INC.; IMO INDUSTRIES INC.; INTER-CITY
PRODUCTS CORPORATION (USA); JONES
CHEMICALS, INC.; KEARNEY KPF;

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Ecology Division
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KWIKSET/THE BLACK & DECKER CORPORATION; LAWRENCE BERKELEY NATIONAL LABORATORY; LIBERTY SERVICE CORPORATION as successor to KOLL/COLUMBIA VENTURE; LIBRASCOPE CORPORATION; LINCOLN SLAUSEN DISTRIBUTION CENTER; LITRONIX, INC.; LOMAC, INC.; DAIICHIYA-LOVE'S BAKERY, INC.; LOCKHEED MARTIN CORPORATION on behalf of LOCKHEED AERONAUTICAL SYSTEMS; MASCO BUILDING PRODUCTS CORP. and its wholly-owned subsidiary, WEISER LOCK CORPORATION; McDONNELL DOUGLAS CORPORATION; MICROSEMI CORPORATION; MISSION LINEN SUPPLY; MOBIL OIL CORPORATION; NATIONAL INDUSTRIES, INC./AUGAT WIRING SYSTEMS; OCCIDENTIAL CHEMICAL CORPORATION; PACIFIC GAS AND ELECTRIC CO.; PARKER-HANNIFIN CORPORATION; BURLINGTON ENVIRONMENTAL/PHILIP ENVIRONMENTAL; PIMA COUNTY WASTEWATER MANAGEMENT; PLESSEY INC.; RAYTHEON COMPANY AND TUBE HOLDING COMPANY, INC.; ROCKWELL INTERNATIONAL CORPORATION (now known as BOEING NORTH AMERICAN, INC., a wholly-owned subsidiary of The Boeing Company); ROHR, INC.; SAFETY-KLEEN CORP.; SANDOZ CHEMICALS; CITY OF SANTA MARIA; SHOREWOOD PACKAGING CORPORATION; SIEMENS CORPORATION; SMITH INTERNATIONAL, INC.; AAF/McQUAY INC. formerly SNYDERGENERAL; SOILSERV, INC.,

Defendants.

Plaintiff, State of Washington, Department of Ecology, for cause of action, alleges as follows:

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I. JURISDICTION

1. 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, 42 U.S.C. § 9613(b), and this Court also has 28 U.S.C. § 1331 jurisdiction over Plaintiff's state law claims brought under the Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, and the Water Pollution Control Act, Chapter 90.48 RCW, based on the doctrine of pendent jurisdiction. Venue is proper in this district, pursuant to 42 U.S.C. § 9613(b) and 28 U.S.C. § 1391(b), because the events giving rise to the claims herein arose in this district and the property that is the subject of the action is situated in the district.

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II. PARTIES

2. Plaintiff, State of Washington, Department of Ecology ("Ecology"), is an agency of the State of Washington responsible for the regulation and abatement of releases or threatened releases of hazardous substances and for the regulation of surface and groundwater contamination in the State.

3. Ecology is authorized to seek cost recovery under Section 107 of CERCLA, 42 U.S.C. § 9607, for all necessary costs of remedial action that are not inconsistent with the National Contingency Plan. Ecology is empowered to bring any appropriate action at law or in equity, including an action for injunctive relief, as may be necessary to protect human health and the environment under Chapter 70.105D RCW.

4. Defendants Berryman Products, Inc.; Advanced Micro Devices, Inc.; Air Products and Chemicals, Inc.; AlliedSignal Inc.; Swift-Eckrich, Inc., d/b/a Armour Swift-Eckrich; BP Chemicals Inc. (Hitco); Whittaker Corporation; Blount, Inc./Oregon Cutting Systems Division; Carrier Corporation; Delta Air Lines, Inc.; GATX Terminals Corp.; Gulton Industries, Inc.; Honeywell Inc.; IMO Industries Inc.; Inter-City Products

1 Corporation (USA); Kearney-National Inc.; Lockheed Martin Librascope Corporation;
2 Masco Building Products Corp.; Microsemi Corporation; Mobil Oil Corporation; Raytheon
3 Company and Tube Holding Company, Inc.; Rockwell International Corporation; Rohr,
4 Inc.; Shorewood Packaging Corporation; Siemens Components, Inc.; Smith International,
5 Inc.; AAF/McQuay Inc., formerly SnyderGeneral; Southern Pacific Transportation
6 Company; Yosemite Concession Services Corporation; National Service Industries, Inc. and
7 its subsidiaries and affiliates including Zep Manufacturing Co., are Delaware corporations;
8 AC Label Company, Inc.; BFM Energy Products, Inc. and EPC Land, Inc.; Hewlett-
9 Packard Company, for itself and as successor in interest to Avantek, Inc.; Hexfet America;
10 Kwikset Corporation; Liberty Service Corporation as successor to Koll/Columbia Venture;
11 Litronix, Inc.; Los Angeles Terminals; Weiser Lock Corporation; Mission Linen Supply;
12 Pacific Gas and Electric Company; Soilserv, Inc.; T.P. Industrial, Inc.; Textek, Inc.;
13 Watkins-Johnson Company; Wilmington Liquid Bulk Terminals, Inc.; Yort, Inc., formerly
14 Troy Lighting Inc., are California corporations; BP Exploration & Oil Inc.; The Goodyear
15 Tire & Rubber Company; Lomac, Inc.; Parker-Hannifin Corporation; TRW Inc., are Ohio
16 corporations; Jones Chemicals, Inc.; Occidental Chemical Corporation; Plessey Inc.;
17 Clariant Corporation on behalf of Sandoz Chemicals; Augat Wiring Systems Inc., formerly
18 known as National Industries, Inc.; United Technologies Corporation, are Alabama
19 corporations; Gast Manufacturing Corporation; H&H Tube & Manufacturing Company,
20 Michigan corporations; Great Western Chemical Company; Fentron Building Products Inc.;
21 Burlington Environmental Inc., are Washington corporations; The Brigham and Women's
22 Hospital, Inc., is a Massachusetts corporation; DataChem Laboratories, Inc., is a Utah
23 corporation; Emerson Electric Co., is a Missouri corporation; ITT Cannon Division of ITT
24 INDUSTRIES, INC., is an Indiana corporation; Daiichiya-Love's Bakery, Inc., is an
25 Hawaii corporation; Lockheed Aeronautical Systems and McDonnell Douglas Corporation,
26 are Maryland corporations; Safety-Kleen Corp., is a Wisconsin corporation; Technical

1 Coatings Company, is a Pennsylvania corporation; City of Santa Maria, is a California
2 municipal corporation; State of Arizona; Pima County Wastewater Management is a Body
3 Politic in the State of Arizona; State of Arizona; Emil Associates, is a Washington
4 partnership; GSF Energy, L.L.C., successor to GSF Energy, Inc., is a Delaware limited
5 liability company; Carl J. and Laura L. Heinz Trust under declaration of trust; Ernest
6 Orlando Lawrence Berkeley National Laboratory, The Regents of the University of
7 California; Lincoln Slausen Distribution Center is a California limited partnership; and
8 WW&LJ Gateways, Ltd. as successor to Westwood Gateway II, Ltd., is a California
9 partnership.

10 III. FACTUAL ALLEGATIONS

11 5. The Site is a residential, commercial and industrial area covering
12 approximately six square miles in downtown Yakima and Union Gap Known as the Yakima
13 Railroad Area (YRRA) and has been designated by Ecology as a "Facility" or "Site"
14 pursuant to RCW 70.105D.020. Analysis of soil and groundwater at various locations
15 within the Site has, in varying levels, shown the presence of perchloroethylene (PCE) and
16 other Covered Substances. A Site History and Synopsis of PCE Releases is attached to the
17 Consent Decree being filed concurrently with this Complaint and contains a history and
18 statement of facts regarding the presence of PCE at the Site.

19 6. The Site contains at least nineteen identified Source Areas which have,
20 through their historic operations, contributed to the presence of PCE at the Site. One of the
21 source areas is a carbon reprocessing business known as Cameron-Yakima, Inc., located at
22 1414 S. First, Yakima, Washington. More than 100 PLPs, including the Defendants,
23 shipped carbon containing PCE and/or other Covered Substances to Cameron-Yakima, Inc.
24 Ecology estimates that the total amount of such carbon containing PCE is 6.7 million
25 pounds.

26

1 7. In August, 1991, the Yakima Railroad Area of contamination was defined
2 Ecology.

3 8. There is a continuing threat of releases of hazardous substances, pollutants
4 and contaminants at and from the Site.

5 9. The work to be performed under the Consent Decree lodged with the Court
6 at the time this Complaint is filed is consistent with CERCLA and the MTCA.

7 10. Ecology has incurred costs to identify, eliminate or minimize the release or
8 threatened release of hazardous substances at the Site. In addition, Ecology will continue to
9 incur costs associated with oversight and implementation of remedial action at the Site
10 through the Yakima Railroad Area Trust Fund. Ecology's expenditures to date are not
11 inconsistent with the National Contingency Plan, 40 C.F.R., Part 300.

12 11. Without making any admissions as to the factual or legal allegations
13 contained in this Complaint, the Defendants have consented to entry of the Consent Decree
14 (the "Decree") attached to this Complaint.

15 IV. FIRST CLAIM FOR RELIEF

16 12. The allegations of paragraph 1 through 11 hereby incorporated by reference
17 and made a part thereof.

18 13. Section 107(a) of CERCLA, 42 U.S.C. §9607(a), provides in pertinent part:

19 107(a) - Notwithstanding any other provision or rule of law, and subject only
20 to the defenses set forth in subsection (b) of this section --

21 (1) the owner and operator of a vessel or a facility,

22 (2) any person who at the time of disposal of any hazardous substance owned
or operated any facility at which such hazardous substances were disposed of,

23 (3) any person who by contract, agreement, or otherwise arranged for
24 disposal or treatment, or arranged with a transporter for transport for
25 disposal or treatment, of hazardous substances owned or possessed by such
26 person, by any other party or entity, at any facility owned or operated by
another party or entity and containing such hazardous substances, and

1 (4) any person who accepts or accepted any hazardous substances for
2 transport to disposal or treatment facilities or sites selected by such person,
3 from which there is a release, or threatened release which causes the
4 incurrence of response costs, or a hazardous substance, shall be liable for --

5 (A) all costs of removal or remedial action incurred by the United
6 States Government or a State . . . not inconsistent with the national
7 contingency plan;

8 14. Ecology incurred and will continue to incur costs in connection with activities
9 relating to the Site, including costs of investigation, cleanup, removal, and remedial action
10 at the facility. These response costs were incurred and will be incurred in a manner not
11 inconsistent with the National Contingency Plan.

12 15. Pursuant to Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607 (a)(4)(A),
13 as set forth in paragraph 13 above, the Defendants are liable to the State for all response
14 costs incurred by Ecology in connection with the Site. None of the defenses in Section
15 107(b) of CERCLA, 42 U.S.C. § 9607(b), are available to the Defendants.

16 16. Without making any admissions as to the factual or legal allegations
17 contained in this Claim, Defendants have agreed to the terms of the proposed Decree and
18 agree to the entry of the Decree by the Court.

19 V. SECOND CLAIM FOR RELIEF

20 17. The allegations of paragraphs 1 through 16 are realleged and incorporated
21 herein by reference.

22 18. RCW 70.105D.040 provides in pertinent part:

- 23 (1) Except as provided in subsection (3) of this section, the
24 following persons are liable with respect to a facility:
- 25 (a) The owner or operator of the facility;
 - 26 (b) Any person who owned or operated the facility at the
time of disposal or release of the hazardous substance;
 - (c) Any person who owned or possessed a hazardous
substance and who by contract, agreement, or otherwise
arranged for disposal or treatment of the hazardous
substance at the facility, or arranged with a transporter

1 for transport for disposal or treatment of the hazardous
2 substance at the facility, or otherwise generated
hazardous waste disposed of or treated at the facility;

- 3 (2) Each person who is liable under this section is strictly liable,
4 jointly and severally, for all remedial action costs and for all
5 natural resource damages resulting from the releases or
6 threatened releases of hazardous substances. The attorney
general, at the request of the department, may recover all costs
and damages from persons liable for them.

7 19. RCW 70.105D.030 provides in pertinent part:

- 8 (1) The department may exercise the following powers in addition
to any other powers granted by law:

9 (a) Investigate, provide for investigating, or require
10 potentially liable persons to investigate any releases or
11 threatened releases of hazardous substances, including
but not limited to inspecting, sampling, or testing to
12 determine the nature or extent of any release or
threatened release.

13 (b) Conduct, provide for conducting, or require potentially
14 liable persons to conduct remedial actions (including
investigations under (a) of this subsection) to remedy
15 releases or threatened releases of hazardous
substances. . . .

16 20. RCW 70.105D.020(3) defines "facility" as:

- 17 (3) "Facility" means (a) any building, structure, installation,
18 equipment, pipe or pipeline (including any pipe into a sewer or
publicly owned treatment works), well, pit, pond,
19 lagoon, impoundment, ditch, landfill, storage container, motor
vehicle, rolling stock, vessel, or aircraft, or (b) any site or
20 area where a hazardous substance, other than a consumer
product in consumer use, has been deposited, stored, disposed
of, or placed, or otherwise come to be located.

21 21. RCW 70.105D.020(5) defines hazardous substances to include:

- 22 (1) Any hazardous or extremely hazardous waste as defined in
23 RCW 70.105.010(5) and (6), or any dangerous or extremely
hazardous waste designated by rule pursuant to chapter
24 70.105 RCW;

- 25 (2) Any hazardous substance as defined in RCW 70.105.010(14) or any
26 hazardous substance as defined by rule pursuant to chapter 70.105
RCW;

- 1 (3) Any substance that, on October 16, 1987, is a hazardous substance
2 under section 101(14) of CERCLA.
- 3 22. RCW 70.105D.020(10) defines a release as:
4 Any intentional or unintentional entry of any hazardous
5 substance into the environment, including but not limited to the
6 abandonment or disposal of containers of hazardous
7 substances.
- 8 23. Hazardous substances within the meaning of RCW 70.105D.020(5) have been
9 "released" into the environment, or future releases are threatened within the meaning of
10 RCW 70.105D.020(10).
- 11 24. The YRRA is a "Facility" or "Site" with the meaning of RCW
12 70.105D.020(3).
- 13 25. Ecology has determined that remedial action is necessary to identify,
14 eliminate or mitigate any threat or potential threat to human health or the environment with
15 respect to the Site and is in the public interest.
- 16 26. After having the opportunity to comment, Defendants received final notice of
17 its potential liability pursuant to RCW 70.105D.020.
- 18 27. Defendants are liable persons within the terms of RCW 70.105D.040.
- 19 28. Ecology and Defendants, pursuant to RCW 70.105D.040, have reached a
20 settlement agreement.
- 21 29. Pursuant to RCW 70.105D.040, this voluntary settlement agreement is
22 embodied in a Consent Decree, which is being filed with the Court simultaneously with the
23 filing of this Complaint. It provides funding for appropriate remedial action related to the
24 YRRA that will lead to a more expeditious cleanup at the Site.
- 25 30. Without making any admissions as to the factual or legal allegations
26 contained in this Claim, Defendants have agreed to the terms of the proposed Decree and
 agree to the entry of the Decree by the Court.

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VII. PRAYER FOR RELIEF

WHEREAS Ecology and the Defendants have voluntarily entered into the Decree,
Ecology requests that the Court enter the Consent Decree and retain jurisdiction to enforce
its terms.

DATED this 20th day of December, 1996.

CHRISTINE O. GREGOIRE
Attorney General



STEVEN J. THIELE
Assistant Attorney General
Attorneys for Plaintiff
State of Washington
Department of Ecology
(360) 459-6134

martenclean.com

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

AC LABEL COMPANY, INC.; ADVANCED
MICRO DEVICES, INC.; AIR PRODUCTS AND
CHEMICALS, INC.; ALLIEDSIGNAL INC.;
STATE OF ARIZONA; SWIFT-ECKRICH, INC.,
d/b/a ARMOUR SWIFT-ECKRICH; WHITTAKER
CORPORATION; BLOUNT, INC.; BFM ENERGY
PRODUCTS, INC.; BP AMERICA INC. (HITCO)
and BP EXPLORATION & OIL INC.; THE
BRIGHAM AND WOMEN'S HOSPITAL, INC.;
CARL J. & LAURA L. HEINZ TRUST; CARRIER
CORPORATION; DATACHEM LABORATORIES,
INC.; DELTA AIR LINES, INC.; EPC LAND,
INC.; EMERSON ELECTRIC CO.; EMIL
ASSOCIATES, L.L.P.; FENTRON BUILDING
PRODUCTS INC.; GATX TANK STORAGE
TERMINALS CORPORATION; GATX
TERMINALS CORPORATION; GSF ENERGY,
L.L.C., successor to GSF ENERGY INC.; GAST
MANUFACTURING CORPORATION; THE
GOODYEAR TIRE & RUBBER COMPANY;
GREAT WESTERN CHEMICAL COMPANY;
GULTON INDUSTRIES, INC.; LOS ANGELES
TERMINALS; HEWLETT-PACKARD
COMPANY; HEWLETT-PACKARD COMPANY
as successor in interest to AVANTEK, INC.; H&H
TUBE & MANUFACTURING COMPANY;
HEXFET AMERICA; HONEYWELL INC.; ITT
CANNON DIVISION OF ITT INDUSTRIES, INC.;
IMO INDUSTRIES INC.; INTER-CITY
PRODUCTS CORPORATION (USA); JONES
CHEMICALS, INC.;

CY-96-3197-WFN

**FIRST AMENDED
COMPLAINT**

1 KEARNEY-NATIONAL INC.; KWIKSET
2 CORPORATION; THE REGENTS OF THE
3 UNIVERSITY OF CALIFORNIA (LAWRENCE
4 BERKELEY NATIONAL LABORATORY);
5 LIBERTY SERVICE CORPORATION as successor
6 to KOLL/COLUMBIA VENTURE; LOCKHEED
7 MARTIN LIBRASCOPE CORPORATION;
8 LINCOLN SLAUSEN DISTRIBUTION CENTER;
9 LITRONIX, INC.; LOMAC, INC.;
10 DAIICHIYA-LOVE'S BAKERY, INC.;
11 LOCKHEED MARTIN CORPORATION on behalf
12 of LOCKHEED AERONAUTICAL SYSTEMS;
13 MASCO BUILDING PRODUCTS CORP. and its
14 wholly-owned subsidiary, WEISER LOCK
15 CORPORATION; McDONNELL DOUGLAS
16 CORPORATION; MICROSEMI CORPORATION;
17 MISSION LINEN SUPPLY; MOBIL OIL
18 CORPORATION; AUGAT WIRING SYSTEMS
19 INC., formerly known as NATIONAL
20 INDUSTRIES, INC.; OCCIDENTAL CHEMICAL
21 CORPORATION; PACIFIC GAS AND ELECTRIC
22 CO.; PARKER-HANNIFIN CORPORATION;
23 BURLINGTON ENVIRONMENTAL INC.; PIMA
24 COUNTY WASTEWATER MANAGEMENT;
25 PLESSEY INC.; RAYTHEON COMPANY AND
26 TUBE HOLDING COMPANY, INC.; ROCKWELL
INTERNATIONAL CORPORATION (now known as
BOEING NORTH AMERICAN, INC., a wholly-
owned subsidiary of The Boeing Company);
ROHR, INC.; SAFETY-KLEEN CORP.;
CLARIANT CORPORATION on behalf of
SANDOZ CHEMICALS; CITY OF SANTA
MARIA; SHOREWOOD PACKAGING
CORPORATION; SIEMENS COMPONENTS,
INC.; SMITH INTERNATIONAL, INC.;
AAF/McQUAY INC., formerly known as
SNYDERGENERAL; SOILSERV, INC.,
SOUTHERN PACIFIC TRANSPORTATION
COMPANY; T.P. INDUSTRIAL, INC.; TRW
INC.; TECHNICAL COATINGS COMPANY;
TEXTEK, INC.; UNITED TECHNOLOGIES
CORPORATION; WATKINS-JOHNSON
COMPANY; WW&LJ GATEWAYS, LTD. as
successor to WESTWOOD GATEWAY II, LTD.;
WILMINGTON LIQUID BULK TERMINALS,
INC.; YORT, INC. formerly known as TROY
LIGHTING INC.; NATIONAL SERVICE

1 INDUSTRIES, INC. and its subsidiaries and
2 affiliates including ZEP MANUFACTURING CO.;
3 YOSEMITE CONCESSION SERVICES
CORPORATION, BERRYMAN PRODUCTS, INC.,

4 Defendants.

5
6 Plaintiff, State of Washington, Department of Ecology, for cause of action, alleges as
7 follows:

8 **I. JURISDICTION**

9 1. This Court has jurisdiction over the subject matter and over the parties under
10 Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act
11 ("CERCLA"), 42 U.S.C. § 9607, 42 U.S.C. § 9613(b), and this Court also has 28 U.S.C. §
12 1331 jurisdiction over Plaintiff's state law claims brought under the Model Toxics Control Act
13 ("MTCA"), Chapter 70.105D RCW, and the Water Pollution Control Act, Chapter 90.48
14 RCW, based on the doctrine of pendent jurisdiction. Venue is proper in this district, pursuant
15 to 42 U.S.C. § 9613(b) and 28 U.S.C. § 1391(b), because the events giving rise to the claims
16 herein arose in this district and the property that is the subject of the action is situated in the
17 district.

18 **II. PARTIES**

19 2. Plaintiff, State of Washington, Department of Ecology ("Ecology"), is an agency
20 of the State of Washington responsible for the regulation and abatement of releases or
21 threatened releases of hazardous substances and for the regulation of surface and groundwater
22 contamination in the State.

23 3. Ecology is authorized to seek cost recovery under Section 107 of CERCLA,
24 42 U.S.C. § 9607, for all necessary costs of remedial action that are not inconsistent with the
25 National Contingency Plan. Ecology is empowered to bring any appropriate action at law or
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1 in equity, including an action for injunctive relief, as may be necessary to protect human he
2 and the environment under Chapter 70.105D RCW.

3 4. Defendants Berryman Products, Inc.; Advanced Micro Devices, Inc.; Air
4 Products and Chemicals, Inc.; AlliedSignal Inc.; Swift-Eckrich, Inc., d/b/a Armour
5 Swift-Eckrich; BP America Inc. (Hitco); Whittaker Corporation; Blount, Inc./Oregon Cutting
6 Systems Division; Carrier Corporation; Delta Air Lines, Inc.; GATX Terminals Corp.; GATX
7 Tank Storage Terminals Corporation; Gulton Industries, Inc.; Honeywell Inc.; IMO Industries
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12 Boeing Company); Rohr, Inc.; Shorewood Packaging Corporation; Siemens Components, Inc.;
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17 Products, Inc. and EPC Land, Inc.; Hewlett-Packard Company, for itself and as successor in
18 interest to Avantek, Inc.; Hexfet America; Kwikset Corporation; Liberty Service Corporation
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9 Company, is a Pennsylvania corporation; City of Santa Maria, is a California municipal
10 corporation; State of Arizona; Pima County Wastewater Management is a Body Politic in the
11 State of Arizona; State of Arizona; Emil Associates, is a Washington partnership; GSF Energy,
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13 Laura L. Heinz Trust under declaration of trust; The Regents of the University of California
14 (Lawrence Berkeley National Laboratory); Lincoln Slausen Distribution Center is a California
15 limited partnership; and WW&LJ Gateways, Ltd. as successor to Westwood Gateway II, Ltd.,
16 is a California partnership.

17 III. FACTUAL ALLEGATIONS

18 5. The Site is a residential, commercial and industrial area covering approximately
19 six square miles in downtown Yakima and Union Gap Known as the Yakima Railroad Area
20 (YRRA) and has been designated by Ecology as a "Facility" or "Site" pursuant to RCW
21 70.105D.020. Analysis of soil and groundwater at various locations within the Site has, in
22 varying levels, shown the presence of perchloroethylene (PCE) and other Covered Substances.
23 A Site History and Synopsis of PCE Releases is attached to the Consent Decree being filed
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25 presence of PCE at the Site.

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2 their historic operations, contributed to the presence of PCE at the Site. One of the source
3 areas is a carbon reprocessing business known as Cameron-Yakima, Inc., located at 1414 S.
4 First, Yakima, Washington. More than 100 PLPs, including the Defendants, shipped carbon
5 containing PCE and/or other Covered Substances to Cameron-Yakima, Inc. Ecology estimates
6 that the total amount of such carbon containing PCE is 6.7 million pounds.

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8 Ecology.

9 8. There is a continuing threat of releases of hazardous substances, pollutants and
10 contaminants at and from the Site.

11 9. The work to be performed under the Consent Decree lodged with the Court at
12 the time this Complaint is filed is consistent with CERCLA and the MTCA.

13 10. Ecology has incurred costs to identify, eliminate or minimize the release or
14 threatened release of hazardous substances at the Site. In addition, Ecology will continu
15 incur costs associated with oversight and implementation of remedial action at the Site through
16 the Yakima Railroad Area Trust Fund. Ecology's expenditures to date are not inconsistent
17 with the National Contingency Plan, 40 C.F.R., Part 300.

18 11. Without making any admissions as to the factual or legal allegations contained
19 in this Complaint, the Defendants have consented to entry of the Consent Decree (the
20 "Decree") attached to this Complaint.

21 **IV. FIRST CLAIM FOR RELIEF**

22 12. The allegations of paragraph 1 through 11 hereby incorporated by reference and
23 made a part thereof.

24 13. Section 107(a) of CERCLA, 42 U.S.C. §9607(a), provides in pertinent part:

25 107(a) - Notwithstanding any other provision or rule of law, and
26 subject only to the defenses set forth in subsection (b) of this
section -

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(1) the owner and operator of a vessel or a facility,

(2) any person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of,

(3) any person who by contract, agreement, or otherwise arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances owned or possessed by such person, by any other party or entity, at any facility owned or operated by another party or entity and containing such hazardous substances, and

(4) any person who accepts or accepted any hazardous substances for transport to disposal or treatment facilities or sites selected by such person, from which there is a release, or threatened release which causes the incurrence of response costs, or a hazardous substance, shall be liable for --

(A) all costs of removal or remedial action incurred by the United States Government or a State . . . not inconsistent with the national contingency plan;

14. Ecology incurred and will continue to incur costs in connection with activities relating to the Site, including costs of investigation, cleanup, removal, and remedial action at the facility. These response costs were incurred and will be incurred in a manner not inconsistent with the National Contingency Plan.

15. Pursuant to Section 107(a)(4)(A) of CERCLA, 42 U.S.C. § 9607 (a)(4)(A), as set forth in paragraph 13 above, the Defendants are liable to the State for all response costs incurred by Ecology in connection with the Site. None of the defenses in Section 107(b) of CERCLA, 42 U.S.C. § 9607(b), are available to the Defendants.

16. Without making any admissions as to the factual or legal allegations contained in this Claim, Defendants have agreed to the terms of the proposed Decree and agree to the entry of the Decree by the Court.

V. SECOND CLAIM FOR RELIEF

17. The allegations of paragraphs 1 through 16 are realleged and incorporated herein by reference.

18. RCW 70.105D.040 provides in pertinent part:

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- (1) Except as provided in subsection (3) of this section, the following persons are liable with respect to a facility:
 - (a) The owner or operator of the facility;
 - (b) Any person who owned or operated the facility at the time of disposal or release of the hazardous substance;
 - (c) Any person who owned or possessed a hazardous substance and who by contract, agreement, or otherwise arranged for disposal or treatment of the hazardous substance at the facility, or arranged with a transporter for transport for disposal or treatment of the hazardous substance at the facility, or otherwise generated hazardous waste disposed of or treated at the facility;
- (2) Each person who is liable under this section is strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the releases or threatened releases of hazardous substances. The attorney general, at the request of the department, may recover all costs and damages from persons liable for them.

19. RCW 70.105D.030 provides in pertinent part:

- (1) The department may exercise the following powers in addition to any other powers granted by law:
 - (a) Investigate, provide for investigating, or require potentially liable persons to investigate any releases or threatened releases of hazardous substances, including but not limited to inspecting, sampling, or testing to determine the nature or extent of any release or threatened release.
 - (b) Conduct, provide for conducting, or require potentially liable persons to conduct remedial actions (including investigations under (a) of this subsection) to remedy releases or threatened releases of hazardous substances. . . .

20. RCW 70.105D.020(3) defines "facility" as:

- (3) "Facility" means (a) any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, vessel, or aircraft, or (b) any site or area where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located.

- 1 21. RCW 70.105D.020(5) defines hazardous substances to include:
- 2 (1) Any hazardous or extremely hazardous waste as defined in RCW
3 70.105.010(5) and (6), or any dangerous or extremely hazardous
4 waste designated by rule pursuant to chapter 70.105 RCW;
- 5 (2) Any hazardous substance as defined in RCW 70.105.010(14) or any
6 hazardous substance as defined by rule pursuant to chapter 70.105 RCW;
- 7 (3) Any substance that, on October 16, 1987, is a hazardous substance under
8 section 101(14) of CERCLA.
- 9 22. RCW 70.105D.020(10) defines a release as:
- 10 Any intentional or unintentional entry of any hazardous substance
11 into the environment, including but not limited to the
12 abandonment or disposal of containers of hazardous substances.
- 13 23. Hazardous substances within the meaning of RCW 70.105D.020(5) have been
14 "released" into the environment, or future releases are threatened within the meaning of RCW
15 70.105D.020(10).
- 16 24. The YRRA is a "Facility" or "Site" with the meaning of RCW 70.105D.020(3).
- 17 25. Ecology has determined that remedial action is necessary to identify, eliminate
18 or mitigate any threat or potential threat to human health or the environment with respect to
19 the Site and is in the public interest.
- 20 26. After having the opportunity to comment, Defendants received final notice of
21 its potential liability pursuant to RCW 70.105D.020.
- 22 27. Defendants are liable persons within the terms of RCW 70.105D.040.
- 23 28. Ecology and Defendants, pursuant to RCW 70.105D.040, have reached a
24 settlement agreement.
- 25 29. Pursuant to RCW 70.105D.040, this voluntary settlement agreement is embodied
26 in a Consent Decree, which is being filed with the Court simultaneously with the filing of this
Complaint. It provides funding for appropriate remedial action related to the YRRA that will
lead to a more expeditious cleanup at the Site.

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30. Without making any admissions as to the factual or legal allegations contained in this Claim, Defendants have agreed to the terms of the proposed Decree and agree to the entry of the Decree by the Court.

VII. PRAYER FOR RELIEF

WHEREAS Ecology and the Defendants have voluntarily entered into the Decree, Ecology requests that the Court enter the Consent Decree and retain jurisdiction to enforce its terms.

DATED this 20th day of March, 1997.

CHRISTINE O. GREGOIRE
Attorney General



STEVEN J. THIELE
Assistant Attorney General
Attorneys for Plaintiff
State of Washington
Department of Ecology
(360) 459-6134

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CERTIFICATE OF SERVICE

Pursuant to RCW 9A.72.085, I certify that on the 20 day of March, 1997, I caused to be served Ecology's Praecipe and First Amended Complaint in Ecology v. AC Label Company, Inc., et al., U.S. District Court No. CY-96-3197-WFN, upon the parties herein, via U.S. Mail with proper postage affixed thereto:

STEPHEN T PARKINSON
MARTEN & BROWN
1191 SECOND AVENUE
SUITE 2200
SEATTLE WA 98101

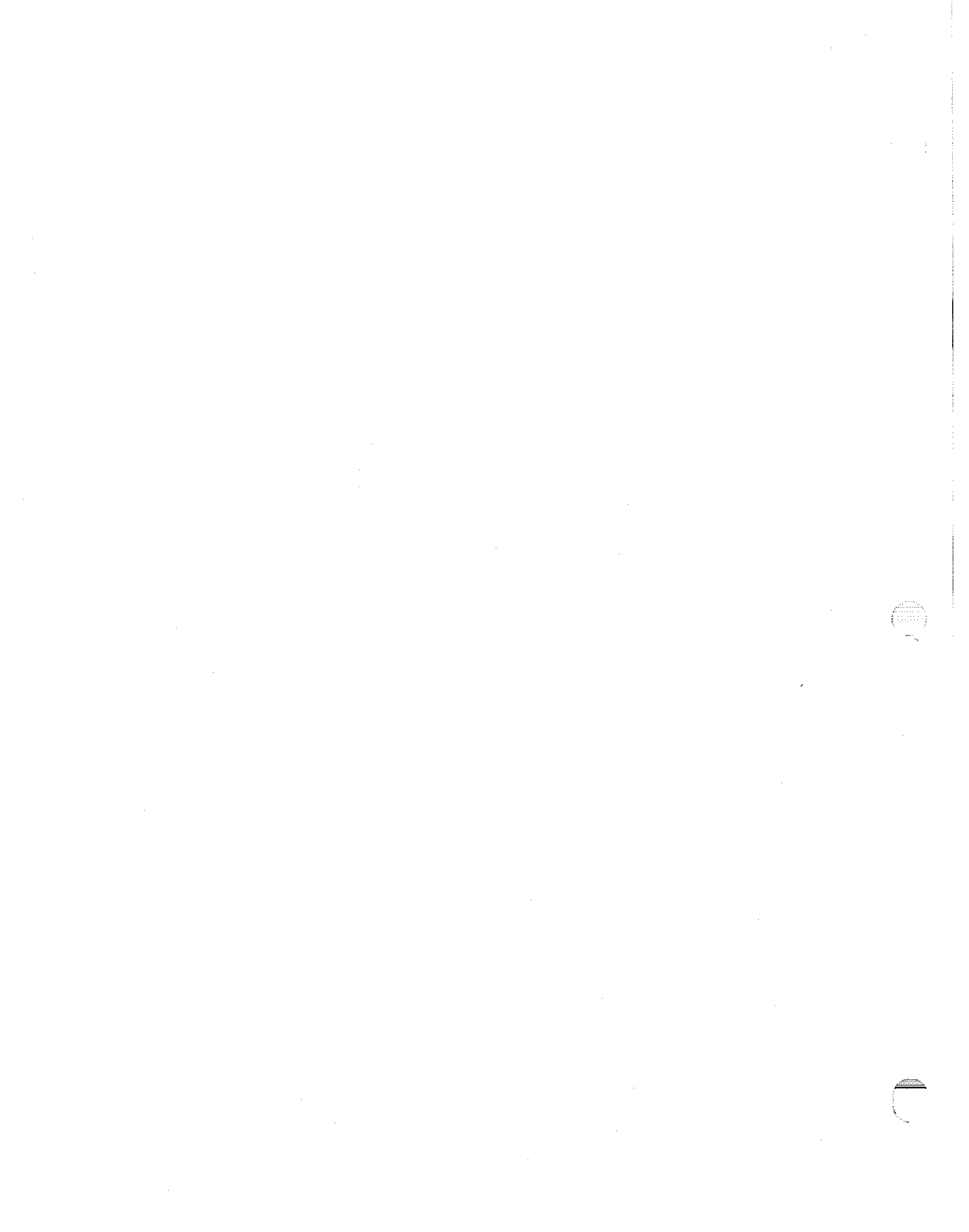
the foregoing being the last known business addresses.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 20 day of March, 1997.


LA DONA R. JIPSON

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

AC LABEL COMPANY, INC.; ADVANCED
MICRO DEVICES, INC.; AIR PRODUCTS AND
CHEMICALS, INC.; ALLIEDSIGNAL INC.;
STATE OF ARIZONA; SWIFT-ECKRICH, INC.,
d/b/a ARMOUR SWIFT-ECKRICH; WHITTAKER
CORPORATION; BLOUNT, INC.; BFM ENERGY
PRODUCTS, INC.; BP AMERICA INC. (HITCO)
and BP EXPLORATION & OIL INC.; THE
BRIGHAM AND WOMEN'S HOSPITAL, INC.;
CARL J. & LAURA L. HEINZ TRUST; CARRIER
CORPORATION; DATACHEM LABORATORIES,
INC.; DELTA AIR LINES, INC.; EPC LAND,
INC.; EMERSON ELECTRIC CO.; EMIL
ASSOCIATES, L.L.P.; FENTRON BUILDING
PRODUCTS INC.; GATX TANK STORAGE
TERMINALS CORPORATION; GATX
TERMINALS CORPORATION; GSF ENERGY,
L.L.C., successor to GSF ENERGY INC.; GAST
MANUFACTURING CORPORATION; THE
GOODYEAR TIRE & RUBBER COMPANY;
GREAT WESTERN CHEMICAL COMPANY;
GULTON INDUSTRIES, INC.; LOS ANGELES
TERMINALS; HEWLETT-PACKARD
COMPANY; HEWLETT-PACKARD COMPANY
as successor in interest to AVANTEK, INC.; H&H
TUBE & MANUFACTURING COMPANY;
HEXFET AMERICA; HONEYWELL INC.; ITT
CANNON DIVISION OF ITT INDUSTRIES, INC.;
IMO INDUSTRIES INC.; INTER-CITY
PRODUCTS CORPORATION (USA); JONES
CHEMICALS, INC.;

CY-96-3197-WFN

PRAECIPE

1 KEARNEY-NATIONAL INC.; KWIKSET
2 CORPORATION; THE REGENTS OF THE
3 UNIVERSITY OF CALIFORNIA (LAWRENCE
4 BERKELEY NATIONAL LABORATORY);
5 LIBERTY SERVICE CORPORATION as successor
6 to KOLL/COLUMBIA VENTURE; LOCKHEED
7 MARTIN LIBRASCOPE CORPORATION;
8 LINCOLN SLAUSEN DISTRIBUTION CENTER;
9 LITRONIX, INC.; LOMAC, INC.;
10 DAIICHIYA-LOVE'S BAKERY, INC.;
11 LOCKHEED MARTIN CORPORATION on behalf
12 of LOCKHEED AERONAUTICAL SYSTEMS;
13 MASCO BUILDING PRODUCTS CORP. and its
14 wholly-owned subsidiary, WEISER LOCK
15 CORPORATION; McDONNELL DOUGLAS
16 CORPORATION; MICROSEMI CORPORATION;
17 MISSION LINEN SUPPLY; MOBIL OIL
18 CORPORATION; AUGAT WIRING SYSTEMS
19 INC., formerly known as NATIONAL
20 INDUSTRIES, INC.; OCCIDENTAL CHEMICAL
21 CORPORATION; PACIFIC GAS AND ELECTRIC
22 CO.; PARKER-HANNIFIN CORPORATION;
23 BURLINGTON ENVIRONMENTAL INC.; PIMA
24 COUNTY WASTEWATER MANAGEMENT;
25 PLESSEY INC.; RAYTHEON COMPANY AND
26 TUBE HOLDING COMPANY, INC.; ROCKWELL
INTERNATIONAL CORPORATION (now known as
BOEING NORTH AMERICAN, INC., a wholly-
owned subsidiary of The Boeing Company);
ROHR, INC.; SAFETY-KLEEN CORP.;
CLARIANT CORPORATION on behalf of
SANDOZ CHEMICALS; CITY OF SANTA
MARIA; SHOREWOOD PACKAGING
CORPORATION; SIEMENS COMPONENTS,
INC.; SMITH INTERNATIONAL, INC.;
AAF/McQUAY INC., formerly known as
SNYDERGENERAL; SOILSERV, INC.,
SOUTHERN PACIFIC TRANSPORTATION
COMPANY; T.P. INDUSTRIAL, INC.; TRW
INC.; TECHNICAL COATINGS COMPANY;
TEXTEK, INC.; UNITED TECHNOLOGIES
CORPORATION; WATKINS-JOHNSON
COMPANY; WW&LJ GATEWAYS, LTD. as
successor to WESTWOOD GATEWAY II, LTD.;
WILMINGTON LIQUID BULK TERMINALS,
INC.; YORT, INC. formerly known as TROY
LIGHTING INC.; NATIONAL SERVICE

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INDUSTRIES, INC. and its subsidiaries and
affiliates including ZEP MANUFACTURING CO.;
YOSEMITE CONCESSION SERVICES
CORPORATION, BERRYMAN PRODUCTS, INC.,

Defendants.

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

You will please substitute the attached caption pages for those of the Consent Decree
filed in this action on December 20, 1996, as the original caption contained typographical and
clerical errors which the attached pages correct.

DATED this 20th of March, 1997.

CHRISTINE O. GREGOIRE
Attorney General

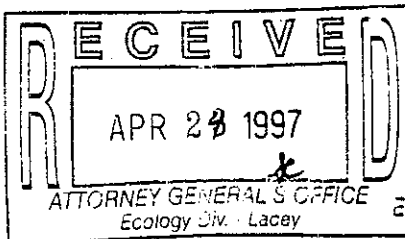


STEVEN J. THIELE
WSBA #20275
Assistant Attorney General

Attorneys for Plaintiff
State of Washington
Department of Ecology
(360) 459-6134

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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

APR 22 1997

JAMES R. LARSEN, CLERK

UNITED STATES DISTRICT COURT _____ DEPUTY
EASTERN DISTRICT OF WASHINGTON

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

AC LABEL COMPANY, INC., et al.,

Defendants.

No. CY-96-3197-WFN

**ORDER ENTERING
CONSENT DECREE**

Having reviewed the Consent Decree signed by the parties to this matter, the Stipulated Motion for Entry of the Consent Decree, the Declaration of Richard Roeder, and the file herein, it is hereby

ORDERED AND ADJUDGED that the Consent Decree in this matter is Entered and that the Court shall retain jurisdiction over the Consent Decree to enforce its terms.

DATED this 21 day of April, 1997.


UNITED STATES DISTRICT
COURT JUDGE

ORIGINAL

ORDER ENTERING
CONSENT DECREE

1 Presented by:

2 **CHRISTINE O. GREGOIRE**
3 Attorney General

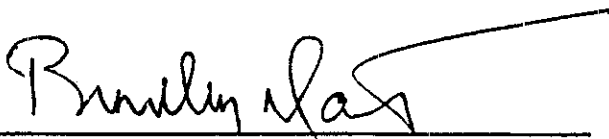
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5 **STEVEN J. THIELE**
6 WSBA #20275
7 Assistant Attorney General
8 Attorneys for Plaintiff
9 Department of Ecology

10 DATED: 4-17-97

11 APPROVED FOR ENTRY AND NOTICE OF
12 PRESENTATION WAIVED:

13 **MARTEN & BROWN, LLP**

14 

15 **BRADLEY M. MARTEN**, WSBA #13582
16 Attorneys for Defendants

17 DATED: April 10, 1997

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

AC LABEL COMPANY, INC.,
et al.,

Defendants.

No. CY-96-3197-WFN


**STIPULATED MOTION FOR
ENTRY OF CONSENT DECREE**

1. The parties to this action, through their attorneys, hereby jointly stipulate and move for entry of the Consent Decree in the above-entitled matter. The Consent Decree has been signed by the parties to this action. Moreover, the Consent Decree has been the subject of public notice and comment and a public hearing. This motion is supported by the attached Declaration of Richard Roeder.

2. All parties request immediate consideration of this motion.

. . .

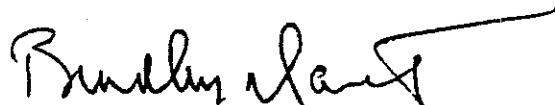
1 **CHRISTINE O. GREGOIRE**
Attorney General

2 

3 _____
4 **STEVEN J. THIELE, WSBA #20275**
Assistant Attorney General
Attorneys for Plaintiff
5 Department of Ecology

6 DATED: 4-17-97

7 **MARTEN & BROWN, LLP**

8 

9 _____
10 **BRADLEY M. MARTEN**
WSBA #13582
11 Attorneys for Defendants

12 _____
13 DATED: April 14, 1997

14 _____
15 EA: [Marten] stip Mot

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

AC LABEL COMPANY, INC.; et al.,

Defendants.

No. CY-96-3197-WFN

**DECLARATION OF
RICHARD ROEDER**

I, Richard Roeder, being first duly sworn on oath, depose and say:

1. I am over twenty-one years of age and am competent to testify herein. The facts set forth in this Declaration are from my personal knowledge.
2. I am an Environmental Specialist and am the Site Manager for the Washington State Department of Ecology for the Site in Yakima, Washington referred to as the Yakima Railroad Area.
3. On behalf of Ecology, I took part in the negotiations that led to the Consent Decree that is being presented to the court.
4. The Consent Decree was the subject of public notice and public comment as required by RCW 70.105D.040(4)(a). Ecology also conducted a public hearing as required by WAC 173-340-600(9)(d).

**DECLARATION OF
RICHARD ROEDER**

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
FAX (206) 438-7743

1 5. Ecology received no oral comment and nine written comments during the
2 public comment period on the substance of the Consent Decree.

3 6. As the Site Manager, I reviewed all of the public comments and drafted the
4 Responsiveness Summary issued by Ecology which is attached hereto as Exhibit A.


5 7. No changes to the Consent Decree were made as a result of the comments
6 received.

7 I declare under penalty of perjury of the laws of the state of Washington that the
8 foregoing is true and correct.

9 DATED this 14 day of April, 1997.

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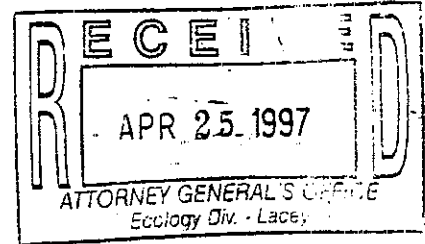
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RICHARD ROEDER
Site Manager
State of Washington
Department of Ecology

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UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF WASHINGTON

CY-96-3197-~~FVS~~ WFN
No.

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

AC LABEL COMPANY, INC.;
ADVANCED MICRO DEVICES, INC.;
AIR PRODUCTS AND CHEMICALS,
INC.; ALLIEDSIGNAL INC.;
ALLIEDSIGNAL INC.; STATE OF
ARIZONA; SWIFT-ECKRICH, INC.,
d/b/a/ ARMOUR SWIFT-ECKRICH;
WHITTAKER CORPORATION;
BLOUNT, INC.; BFM ENERGY, INC.;
BP AMERICA INC. (HITCO) and BP
EXPLORATION & OIL INC.; THE
BRIGHAM AND WOMEN'S
HOSPITAL, INC.; CARL J. HEINZ
PROPERTY; CARRIER
CORPORATION; DATACHEM
LABORATORIES, INC.; DELTA AIR
LINES, INC.; EPC LAND, INC.;
EMERSON ELECTRIC CO.; EMIL
ASSOCIATES; FENTRON BUILDING
PRODUCTS INC.; GATX TERMINALS
CORP.; GSF ENERGY, L.L.C.; GAST
MANUFACTURING CORPORATION;
THE GOODYEAR TIRE & RUBBER
COMPANY; GREAT WESTERN
CHEMICAL COMPANY; GULTON
INDUSTRIES, INC.; HCI U.S.A.
DISTRIBUTION COMPANIES, INC.;
LOS ANGELES TERMINALS;
HEWLETT-PACKARD COMPANY;

CONSENT DECREE

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

APR 22 1997

JAMES R. LARSEN, Clerk

Deputy

ORIGINAL

1 HEWLETT-PACKARD as successor in
2 interest to AVANTEK, INC.; H&H TUBE
3 & MANUFACTURING COMPANY;
4 HEXFET AMERICA; HONEYWELL
5 INC.; ITT CANNON DIVISION OF ITT
6 INDUSTRIES, INC.; IMO INDUSTRIES
7 INC.; INTER-CITY PRODUCTS
8 CORPORATION (USA); JONES
9 CHEMICALS, INC.; KEARNEY-
10 NATIONAL, INC.; KWIKSET/THE
11 BLACK & DECKER CORPORATION;
12 LAWRENCE BERKELEY NATIONAL
13 LABORATORY; LIBERTY SERVICE
14 CORPORATION as successor to
15 KOLL/COLUMBIA VENTURE;
16 LIBRASCOPE CORPORATION;
17 LINCOLN SLAUSEN DISTRIBUTION
18 CENTER; LITRONIX, INC.; LOMAC,
19 INC.; DAIICHIYA-LOVE'S BAKERY,
20 INC.; LOCKHEED MARTIN
21 CORPORATION on behalf of
22 LOCKHEED AERONAUTICAL
23 SYSTEMS; MASCO BUILDING
24 PRODUCTS CORP. and its wholly-owned
25 subsidiary, WEISER LOCK
26 CORPORATION; McDONNELL
DOUGLAS CORPORATION;
MICROSEMI CORPORATION; MISSION
LINEN SUPPLY; MOBIL OIL
CORPORATION; NATIONAL
INDUSTRIES, INC./AUGAT WIRING
SYSTEMS; OCCIDENTIAL CHEMICAL
CORPORATION; PACIFIC GAS AND
ELECTRIC CO.; PARKER-HANNIFIN
CORPORATION; BURLINGTON
ENVIRONMENTAL/PHILIP
ENVIRONMENTAL; PIMA COUNTY
WASTEWATER MANAGEMENT;
PLESSEY INC.; RAYTHEON
COMPANY AND TUBE HOLDING
COMPANY, INC.; ROCKWELL
INTERNATIONAL CORPORATION (now
known as BOEING NORTH AMERICAN,
INC., a wholly owned subsidiary of The
Boeing Company); ROHR, INC.;
SAFETY-KLEEN CORP.; CLARIANT
CORPORATION on behalf of SANDOZ
CHEMICALS; CITY OF SANTA
MARIA; SHOREWOOD PACKAGING
CORPORATION; SIEMENS
CORPORATION; SMITH

1 SOUTHERN PACIFIC
2 TRANSPORTATION COMPANY; T.P.
3 INDUSTRIAL, INC.; TRW INC.;
4 TECHNICAL COATINGS COMPANY;
5 TEXTEK, INC.; UNITED
6 TECHNOLOGIES CORPORATION;
7 WATKINS-JOHNSON COMPANY;
8 WESTWOOD GATEWAY II;
9 WILMINGTON LIQUID BULK
10 TERMINALS, INC.; YORT, INC.;
11 NATIONAL SERVICE INDUSTRIES,
12 INC. and its subsidiaries and affiliates
13 including ZEP MANUFACTURING CO.;

Defendants.

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Table of Contents

	<u>Page</u>
1	
2	
3 I. INTRODUCTION	1
4 II. JURISDICTION	2
5 III. PARTIES BOUND	3
6 IV. DEFINITIONS	3
7 V. STATEMENT OF FACTS	4
8 VI. TRUST FUND	5
9 VII. CONTRIBUTION PROTECTION	6
10 VIII. COVENANT NOT TO SUE	6
11 IX. RETENTION OF RECORDS	9
12 X. RESOLUTION OF DISPUTES	9
13 XI. AMENDMENT OF CONSENT DECREE	11
14 XII. DURATION OF DECREE	11
15 XIII. CLAIMS AGAINST THE STATE	11
16 XIV. EFFECTIVE DATE	12
17 XV. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT	12
18 Exhibit A - Site Diagram	
19 Exhibit B - List of Settlers and Waste Shipment Profiles	
20 Exhibit C - Site History and Synopsis of PCE Releases	
21 Exhibit D - Trust Agreement	
22 Exhibit E - Covered Substances	
23 Exhibit F - Index to Administrative Record	
24	
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I. INTRODUCTION

A. This Consent Decree ("Decree") is entered into by and between the Washington State Department of Ecology ("Ecology"), and Defendants (hereinafter referred to as "Settlors" and defined in Section IV(C) below). It is the mutual objective of the parties to this Decree to fund a portion of the Remedial Action at an area defined to be a "facility" by Ecology where there has been a release or threatened release of hazardous substances. The facility, known as the Yakima Railroad Area (the Site), is located in Yakima, Washington. A Site diagram is attached hereto as Exhibit A. This Decree requires the Settlers to make a financial contribution toward remedial action at the Site in an amount and for the purposes specified in Section VI of this Decree. The amount of the financial contribution is based on all past and future costs incurred by Ecology or any other person relating to the investigation and remediation of Covered Substances at, relating to, or originating from the Site or any Source Areas. Ecology has determined that all of these actions are necessary to protect public health and the environment.

B. The Complaint in this action is being filed simultaneously with this Decree. An answer has not been filed, and there has not been a trial on any issue of fact or law in this case. The Settlers do not admit the allegations in the Complaint. 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. In signing this Decree, Settlers agree to its entry and agree to be bound by its terms.

D. By entering into this Decree, the parties do not intend to discharge parties not designated as Settlers herein from any liability they may have with respect to matters alleged in the Complaint. The parties retain the right to seek reimbursement, in whole or in part, from any liable persons not a party to this Decree for sums expended under this

1 Decree.

2 E. This Decree shall not be construed as proof or evidence of liability or
3 responsibility for any releases of hazardous substances or costs for Remedial Action (as
4 defined in Section IV(F) below) nor as an admission of any facts and Settlers expressly
5 deny such liability. However, the Settlers shall not challenge the jurisdiction of Ecology in
6 any proceeding to enforce this Decree.

7 F. The Court is fully advised of the reasons for entry of this Decree, and good
8 cause having been shown: IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
9 AS FOLLOWS:

10 II. JURISDICTION

11 A. This Court has jurisdiction over the subject matter and over the parties under
12 Section 107 of the Comprehensive Environmental Response, Compensation, and Liability
13 Act (CERCLA), 42 U.S.C. § 9607. This Court also has jurisdiction pursuant to Chapter
14 70.105D RCW, the Model Toxics Control Act (MTCA), under the doctrine of pendent
15 jurisdiction. Venue is proper in this district pursuant to Section 113(b) of CERCLA, 42
16 U.S.C. §9613(b), and 28 U.S.C. §1391(b), because the claims arose in this district.

17 B. Authority is conferred upon the Washington State Attorney General by RCW
18 70.105D.040(4)(a) to agree to a settlement with any potentially liable person ("PLP") if,
19 after public notice and hearing, Ecology finds the proposed settlement would lead to a more
20 expeditious cleanup of hazardous substances. RCW 70.105D.040(4)(b) requires that such a
21 settlement be entered as a consent decree issued by a court of competent jurisdiction.

22 C. Ecology has determined that a release or threatened release of hazardous
23 substances has occurred at the Site which is the subject of this Decree.

24 D. Ecology has given notice to Settlers, as set forth in RCW 70.105D.020(15),
25 of Ecology's determination that the Settlers are PLPs for the Site and that there has been a
26 release or threatened release of hazardous substances at the Site.

1 E. Ecology has determined that the actions to be taken pursuant to this Decree
2 are necessary to protect public health, welfare, and the environment and will lead to a more
3 expeditious cleanup of hazardous substances in compliance with the cleanup standards of
4 RCW 70.105D.030(2)(d) and the regulations adopted pursuant thereto.

5 F. Settlers have agreed to undertake the actions specified in this Decree and
6 consent to the entry of this Decree under the MTCA and CERCLA.

7 **III. PARTIES BOUND**

8 A. This Decree shall apply to, inure to the benefit of, and be binding upon the
9 signatories to this Decree (parties), their successors and assigns. The undersigned
10 representative of each party hereby certifies that he or she is fully authorized to enter into
11 this Decree and to execute and legally bind such party to comply with the Decree. Settlers
12 agree to undertake all actions required by the terms and conditions of this Decree and not to
13 contest jurisdiction regarding this Decree. No change in ownership or corporate status shall
14 alter the responsibility of the Settlers under this Decree.

15 **IV. DEFINITIONS**

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

18 A. Site: As defined by Ecology and for purposes of this Decree, the Site, also
19 referred to as the Yakima Railroad Area, refers to an area in which there have been
20 releases and/or threatened releases of Covered Substances (as defined in Section IV(E)
21 below) in Yakima, and Union Gap, Washington. For reference purposes, the Site is
22 generally described in Exhibit A to this Decree, which is a Site diagram.

23 B. Parties: Refers to Ecology and each of the Settlers listed in Exhibit B.

24 C. Settlers: Refers to those individuals listed in Exhibit B, including their
25 affiliates and subsidiaries.

26 D. Consent Decree or Decree: Refers to this Consent Decree and each of the

1 exhibits to the Decree. All exhibits are integral and enforceable parts of this Consent
2 Decree. The terms "Consent Decree" or "Decree" shall include all exhibits to the Consent
3 Decree.

4 E. Covered Substances: Refers to all hazardous substances listed in Exhibit E,
5 or for which Ecology issues written notification pursuant to Section VIII(A)(3)(b) below,
6 which were included in any waste shipments identified in Exhibit B or the administrative
7 record attached as Exhibit F.

8 F. Remedial Action: Refers to all activities defined to be a "Response" under
9 CERCLA or a "Remedy" or "Remedial Action" under MTCA.

10 G. Source Area: Refers to an area at which there has been a release or
11 threatened release of PCE or other Covered Substances within or around the Site.

12 V. STATEMENT OF FACTS

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

15 A. The Site is a residential, commercial and industrial area covering
16 approximately six square miles in downtown Yakima and Union Gap. Analysis of soil and
17 groundwater at various locations within the Site has, in varying levels, shown the presence
18 of perchloroethylene (PCE) and other Covered Substances. A Site History and Synopsis of
19 PCE Releases, attached to this Consent Decree as Exhibit C, contains a history and
20 statement of facts regarding the presence of PCE at the Site.

21 B. The Site contains at least nineteen identified Source Areas which have,
22 through their historic operations, contributed to the presence of PCE at the Site. One of the
23 source areas is a carbon reprocessing business known as Cameron-Yakima, Inc., located at
24 1414 S. First, Yakima, Washington. More than 100 PLPs, including the Settlers who are
25 parties to this Decree, shipped carbon containing PCE and/or other Covered Substances to
26 Cameron-Yakima, Inc. Ecology estimates that the total amount of such carbon containing

1 PCE is approximately 6.7 million pounds.

2 **VI. TRUST FUND**

3 The Settlers each agree to make a financial contribution to the Trust Fund
4 established in Exhibit D in the amounts specified in Exhibit D within ninety (90) days of
5 the entry of this Decree. Such payments are derived by multiplying the number of pounds
6 of carbon which Ecology has documented that each Settlor sent to the Site, and for which
7 Ecology found credible evidence of PCE content, times a cash settlement amount of \$2.11.
8 The Trust Fund is established by the trust agreement, which is attached hereto as Appendix
9 D and is hereby incorporated by reference. Each Settlor shall be responsible for payment
10 of the amount set forth in its own Waste Shipment Profile in Appendix B, and not for any
11 amount owed by any other Settlor.

12 The Trust Fund shall be used by Ecology for the exclusive purposes of financing
13 past and future Remedial Actions in and around the Site. Each Settlor's financial
14 contribution expressly and specifically includes, but is not limited to, the Settlor's share of
15 the following past and future costs: (i) costs of grants provided to the cities of Yakima
16 and Union Gap, Washington for the purposes of municipal water system installation and
17 upgrades; and (ii) costs of work performed by Ecology or its contractors for, or on, the
18 Site under Ch. 70.1050 RCW both prior to and subsequent to the issuance of this Decree
19 for investigations, remedial actions, and Decree preparation, negotiations, oversight and
20 administration of this Decree. Ecology costs include costs of direct activities and support
21 costs of direct activities as defined in WAC 173-340-550(2). The Settlor's financial
22 contribution and any other funds derived from a settling PLP shall be held in the Trust
23 Fund pursuant to the terms of Appendix D. Ecology shall be designated as having the
24 power of appointment under the Trust.

1 **VII. CONTRIBUTION PROTECTION**

2 With regard to claims for contribution against any Settlor for matters addressed in
3 this Consent Decree, the parties hereto agree that each Settlor is entitled to contribution
4 protection from any actions or claims pursuant to MTCA, RCW 70.105D.080, CERCLA
5 §107 or 113, or any other federal or state claim seeking, under other theories, substantially
6 similar relief, to the fullest extent allowed by MTCA, RCW 70.105D.040 and CERCLA
7 §113(f)(2). The contribution protection conferred in this section shall not be frustrated by
8 the use of non-CERCLA or non-MTCA theories to seek relief in the nature of contribution
9 or indemnification. For the purpose of this section, "matters addressed" in this Consent
10 Decree shall include:

11 (i) all past and future investigation and remediation measures, including,
12 without limitation, any and all related monitoring and reporting activities, whether
13 performed by Ecology or any other person, and

14 (ii) all past and future costs incurred by Ecology or any other person, with
15 respect to Covered Substances at, related to, or originating from the Site and any Source
16 Areas, including without limitation any such measures performed and any such costs
17 incurred by any person under any consent decree or enforcement order entered before or
18 after this consent decree.

19 **VIII. COVENANT NOT TO SUE**

20 In consideration of Settlor's compliance with the terms and conditions of this
21 Decree, Ecology agrees that compliance with this Decree shall stand in lieu of any and all
22 administrative, legal, and equitable remedies and enforcement actions available to the State
23 against each Settlor for the release or threatened release of Covered Substances at the Site.

24 This covenant not to sue is strictly limited in its application to the Site and related
25 Source Areas and to Covered Substances found in or moving from the Site. This covenant
26 is not applicable to any other hazardous substance or area, and the state retains all of its

1 authority relative to such substances and areas.

2 A. Reopeners: If the Court determines, upon petition from any of the parties,
3 that any of the following circumstances exist, Ecology may, subject to the limitations set
4 forth in this Section VIII(A), exercise its legal authority to address releases of hazardous
5 substances at the Site, notwithstanding the Covenant Not to Sue set forth above:

6 1. In the event a Settlor fails to make a payment to the Trust Fund
7 pursuant to Section VI and such failure is not cured within thirty (30) days of receipt by
8 Settlor of notice of nonpayment. This reopener shall apply only to the Settlor failing to
9 make the payment;

10 2. In the event that new information becomes available regarding factors
11 previously unknown to Ecology and Ecology determines, in light of this information, that
12 remedial action is necessary to address a previously unknown threat to human health or the
13 environment at the Site, and Settlers, after notice, fail to take the necessary action within a
14 reasonable time provided by Ecology in the notice. If such new information concerns
15 substances sent to the Site by fewer than all Settlers, Ecology shall make its determination
16 and issue such notice with respect to such Settlor(s) only, and the reopener shall apply only
17 to such Settlers. For purposes of this Decree, "factors previously unknown to Ecology,"
18 with the exception of subsection 3 below, shall mean contamination unknown or
19 undocumented in the Waste Profiles (Exhibit B) or the administrative record (Exhibit F) at
20 the time of entry of this Decree from hazardous substances other than Covered Substances.
21 "Factors previously unknown to Ecology" shall not include any new information related to
22 the presence of, extent of, or impacts from Covered Substances at the Site, provided that
23 Ecology shall be able to seek additional funds from certain Settlers, pursuant to the terms
24 of subsection 3(a) below, if new information, not contained in the administrative record,
25 establishes, consistent with the standard provided in RCW Section 70.105D.060, that the
26 amount of carbon containing PCE contributed by all of the Settlers to this Consent Decree

1 exceeds by more than ten (10) percent the amount of carbon containing PCE reflected for
2 all Settlers in Exhibit B. For purposes of this paragraph, the administrative record shall
3 mean the documents in Ecology's possession as of October 31, 1996, pertaining to this
4 case, including, but not limited to, the records referenced in Exhibits B and F. "Previously
5 unknown threats to human health or the environment" shall not include any threat to any
6 beneficial uses of water (including the use of water for agricultural or drinking water
7 purposes) from Covered Substances in or around the Site.

8 3. (a) Each Settlor(s) responsible for the additional shipments of
9 carbon containing PCE described in Section VIII(A)(2) shall make a further financial
10 contribution to the Trust Fund in the amount of \$2.48 for every additional pound of PCE-
11 containing carbon which exceeds the ten (10) percent threshold. Where two or more
12 Settlers are responsible for any additional shipments of carbon containing PCE, they shall
13 make, on a pro rata basis, the payment referenced in the preceding sentence.

14 (b) If new information becomes available regarding additional
15 hazardous substances contained in the carbon shipped by a Settlor to the Site and Ecology
16 determines that the newly disclosed substances: 1) are not of a class which would be
17 identified by previous RCRA Appendix IX laboratory analysis at the Site and; 2) would not
18 be addressed by the remediation plan being implemented at the Site. Substances which
19 Ecology determines do not meet the above criteria shall be considered Covered Substances
20 following written notification of such by Ecology. A Settlor's liability under this reopener
21 shall be limited to joint and several liability for the additional response costs arising from
22 the additional hazardous substance or substances.

23 B. Effect of Reopener: If a Settlor makes the payment specified in
24 Section VIII (A)(3)(a), the Settlor's liability to Ecology for such additional carbon
25 shipments shall be extinguished and such shipments shall be fully covered by Section VII
26 (Contribution Protection) and Section VIII (Covenant Not To Sue) of this Decree. If a

1 Settlor declines to make a payment pursuant to Section VIII(A)(3)(a), then the reopener
2 shall be triggered, subject to any invocation by the Settlor of the provisions of Section X
3 (Resolution of Disputes).

4 C. Applicability: The Covenant Not to Sue set forth above shall have no
5 applicability to:

- 6 1. Criminal liability;
- 7 2. Liability for damages to natural resources; and
- 8 3. Any Ecology action against PLPs not a party to this Decree.

9 IX. RETENTION OF RECORDS

10 Settlers shall preserve for ten (10) years from the date this Decree all records,
11 reports, documents, and underlying data in its possession relevant to this Decree. Upon
12 request of Ecology, Settlers shall make all non-archived records available to Ecology and
13 allow access for review. All archived records shall be made available to Ecology within a
14 reasonable period of time.

15 X. RESOLUTION OF DISPUTES

16 A. In the event a dispute arises under this Consent Decree, the parties shall
17 utilize the dispute resolution procedure set forth below.

18 1. Ecology shall give written notice of any decision to invoke the dispute
19 resolution procedure to Bradley M. Marten, counsel for the Settlers, at Marten & Brown
20 LLP, 1191 Second Avenue, Suite 2200, Seattle, Washington 98101. Settlers shall give
21 written notice of any decision to invoke the dispute resolution procedure to Ecology's
22 project coordinator, Rick Roeder, at Washington Department of Ecology, 15 West Yakima
23 Avenue, Suite 200, Yakima, Washington 98902. Either party may change the designated
24 recipient of the written notice by providing written notification to the other party at least ten
25 (10) days prior to the change.

26 2. Counsel for the Settlers and the project coordinator shall then confer

1 in an effort to resolve the dispute. If the parties cannot resolve the dispute within fourte
2 (14) days, Ecology's project coordinator shall issue a written decision.

3 3. Settlers may then request Ecology management review of the
4 decision. This request shall be submitted in writing to the Central Regional Office Toxics
5 Cleanup Section Manager within seven (7) days of receipt of Ecology's project
6 coordinator's decision.

7 4. Ecology's Central Regional Office Toxics Cleanup Section Manager
8 shall conduct a review of the dispute and shall issue a written decision regarding the dispute
9 within thirty (30) days of the Settlers' request for review. The Central Regional Office
10 Toxics Cleanup Section Manager's decision shall be Ecology's final decision on the
11 disputed matter.

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

19 C. The parties agree to only utilize the dispute resolution process in good faith
20 and agree to expedite, to the extent possible, the dispute resolution process whenever it is
21 used. Where either party utilizes the dispute resolution process in bad faith or for purposes
22 of delay, the other party may seek sanctions.

23 Implementation of these dispute resolution procedures shall not provide a basis for
24 delay of any activities required in this Decree (except in the case of a dispute between the
25 Parties under Section X of this Decree), unless Ecology agrees in writing to a schedule
26 extension or the Court so orders.

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XI. AMENDMENT OF CONSENT DECREE

With the exception of Section B, below, this Decree may only be amended by a written stipulation among the parties to this Decree that is entered by the Court or by order of the Court. Such amendment shall become effective upon entry by the Court. Agreement to amend shall not be unreasonably withheld by any party to the Decree.

A. Settlers shall submit any request for an amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in a timely manner after the request for amendment is received. If the amendment to the Decree is determined by Ecology to be substantial; Ecology will provide public notice and opportunity for comment. Reasons for the disapproval shall be stated in writing. If Ecology does not agree to any proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section X of this Decree.

B. Ecology may, at any time subsequent to the entry of this Decree, unilaterally move the Court to amend Exhibit E of the Decree in order to add additional Covered Substances.

XII. DURATION OF DECREE

This Decree shall remain in effect until the Settlers have received written notification from Ecology that the requirements of the Decree have been satisfied. The termination of this Decree shall not alter the provisions of Section VII (Contribution Protection), Section VIII (Covenant Not to Sue), and other such continuing rights of Settlers under this Decree. Settlers may petition Ecology at any time for such written notification.

XIII. CLAIMS AGAINST THE STATE

Settlers hereby agree that they will not seek to recover any costs accrued in implementing the Remedial Action required by this Decree from the State of Washington or any of its agencies; and further, that the Settlers will make no claim against the State

1 Toxics Control Account or any Local Toxics Control Account for any costs incurred in
2 implementing this Decree. Except as provided above, however, Settlor expressly reserve
3 their right to seek to recover any costs incurred in implementing this Decree from any other
4 PLP who is not a Settlor.

5 **XIV. EFFECTIVE DATE**

6 This Decree is effective upon the date it is entered by the Court.

7 **XV. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT**

8 This Decree has been the subject of public notice and comment under RCW
9 70.105D.040(4)(a). As a result of this process, Ecology has found that this Decree will
10 lead to a more expeditious cleanup of Covered Substances at the Site.

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

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WASHINGTON STATE
DEPT. OF ECOLOGY

CHRISTINE O. GREGOIRE
Attorney General

Mary E. Burg
MARY E. BURG
Program Manager
Toxics Cleanup Program
DATED: 12-19-96

[Signature]
STEVEN J. THIELE
Assistant Attorney General
DATED: 12-19-96

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Bradley M. Marten

 BRADLEY M. MARTEN
 Attorney for Settlers

DATED: December 19, 1996

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Date: 12-10-96

For AC Label Company, Inc.:

Lewis Di Bona
(Signature)

Name: LEWIS Di BONA
(Please Print)

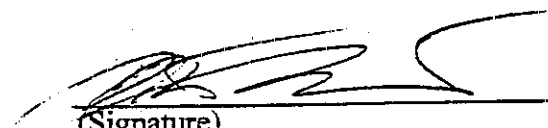
Title: PRES
(Please Print)

AC Label Company, Inc.
47690 Westinghouse Drive
Fremont, CA 94539

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Date: 12-9-96

For Advanced Micro Devices, Inc.:



(Signature)

Name: Marvin D. Burkett
(Please Print)

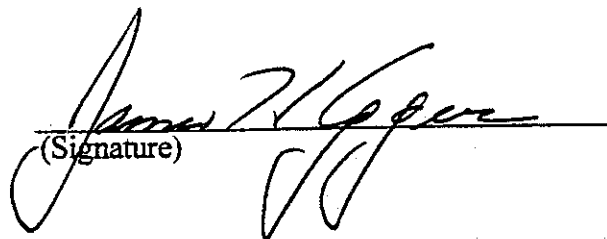
Title: Sr. Vice President, Chief Financial
(Please Print) and Administrative Officer

Advanced Micro Devices, Inc.
One AMD Place
Sunnyvale, CA 94088

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Date: 6 December 1996

For Air Products and Chemicals, Inc.:


(Signature)

Name: James H. Agger
(Please Print)

Title: Vice President, General Counsel
(Please Print) and Secretary

Air Products and Chemicals, Inc.
7201 Hamilton Blvd.
Allentown, PA 18195-1501

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Date: 12/4/96

For AlliedSignal Inc.:

Paul Arbesman
(Signature)

Name: Paul Arbesman
(Please print)


Title: Leader, R.E.S.
(Please print)

AlliedSignal Inc.
3201 W. Lomita Blvd.
Torrance, CA 90505

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Date: December 12, 1996

For State of Arizona:


(Signature)

Name: Michael G. Prost
(Please print)

Title: Assistant Attorney General
(Please print)

State of Arizona
Attorney General Office, Insurance Defense Section
1275 West Washington St.
Phoenix, AZ 85007

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Date: 11/27/96

For Swift-Eckrich, Inc. d/b/a Armour Swift-Eckrich:

A. V. Pisha
(Signature)

Name: A. V. Pisha
(Please print)

Title: Corporate Controller
(Please print)

Swift-Eckrich, Inc. d/b/a Armour Swift-Eckrich
2001 Butterfield Road
Downers Grove, IL 60515-1049

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Date: December 3, 1996

For Whittaker Corporation:

Lynne M. O. Brickner

(Signature)

Name: Lynne M. O. Brickner

(Please print)

Title: Vice President & General Counsel

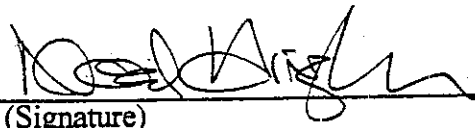
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Whittaker Corporation
1955 N. Surveyor Ave.
Simi Valley, CA 93063

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Date: 12 5 96

For Blount, Inc./Oregon Cutting Systems Division:


(Signature)

Name: NOEL HINGSLEY
(Please print)

Title: V.P. MANUFACTURING
(Please print)

Blount, Inc.
Oregon Cutting Systems Division
4909 S.E. International Way
Portland, OR 97222

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Date: _____

For BFM Energy Products, Inc.:

Kathleen M. Murphy
(Signature)

Name: Kathleen M. Murphy
(Please print)

Title: Assistant Secretary
(Please print)

BFM Energy Products, Inc.
250 El Camino Real
Tustin, CA 92680

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Date: 12/5/96

For BP America Inc. (Hitco):

Richard M. Frankoski
(Signature)

Name: Richard M. Frankoski
(Please print)

Title: Manager Env. Properties
(Please print)

BP America Inc. (Hitco)
200 Public Square
Cleveland, OH 44114-2375

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Date: 12/5/96

For BP Exploration & Oil Inc.:

Nancy M. Carter
(Signature)

Name: Nancy M. Carter
(Please print)

Title: VP Supply
(Please print)

BP Exploration & Oil Inc.
200 Public Square
Cleveland, OH 44114-2375

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Date: 12/6/96

For The Brigham and Women's Hospital, Inc.:



(Signature)

Name: Jeffrey Otten

Title: Chief Executive Officer

The Brigham and Women's Hospital, Inc.
75 Francis Street
Boston, MA 02115

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Date: December 3, 1996

For Carl J. and Laura L. Heinz Trust under declaration of trust (9/11/87):

Carl J. Heinz
(Signature)

Name: CARL J. HEINZ
(Please print)

Title: TRUSTEE
(Please print)

Carl J. Heinz
Trustee
525 Pine Way
Anaheim, CA 92805

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Date: 12/3/96

For Carrier Corporation:

Robert E. Galli
(Signature)

Name: Robert E. Galli
(Please print)

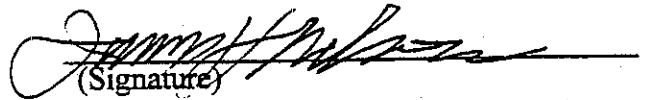
Title: Vice President and General Counsel
(Please print)

Carrier Corporation
P.O. Box 4800
Syracuse, NY 13221

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Date: November 27, 1996

For DataChem Laboratories, Inc.:


(Signature)

Name: James H. Nelson
(Please print)

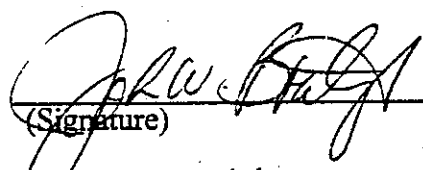
Title: President
(Please print)

DataChem Laboratories, Inc.
960 W. LeVoy Drive
Salt Lake City, UT 84123

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Date: December 2, 1996

For Delta Air Lines, Inc.:


(Signature)

Name: John W. Boatright
(Please print)

Title: Vice President-Airport & Corporate Affairs
(Please print)

Delta Air Lines, Inc.
1030 Delta Blvd.
Atlanta, GA 30320

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Date: _____

For EPC Land, Inc.:

Kathleen M. Murphy
(Signature)

Name: Kathleen M. Murphy
(Please print)

Title: Assistant Secretary
(Please print)

EPC Land, Inc.
250 El Camino Real
Tustin, CA 92680

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Date: December 10, 1996

For Emerson Electric Co.:

Harold J. Lambley, Jr.
(Signature)

Name: Harold J. Lambley, Jr.
(Please print)

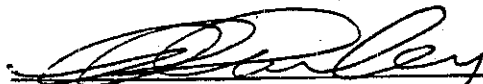
Title: Vice President, Environmental Affairs
(Please print)

Emerson Electric Co.
8000 W. Florissant Ave.
St. Louis, MO 63136

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Date: _____

For Fentron Building Products Inc.:


(Signature)

Name: ROBERT D. FARLEY
(Please print)

Title: PRESIDENT
(Please print)

Fentron Building Products, Inc.
565 Fifth Avenue, Fourth Floor
New York, NY 10017-2413

For Emil Associates:

(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

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Date: _____

For Fentron Building Products Inc.:

(Signature)

Name: _____
(Please print)

Title: _____
(Please print)

Fentron Building Products, Inc.
565 Fifth Avenue, Fourth Floor
New York, NY 10017-2413

For Emil Associates: L.L.P.

John C. Walton 12-17-96

(Signature)

Name: John C. Walton
(Please print)

Title: MANAGING PARTNER
(Please print)

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Date: December 9, 1996

For Gast Manufacturing Corporation:

Tammy A. Rose
(Signature)

Name: Tammy A. Rose
(Please print)

Title: Senior Environmental Technician
(Please print)

Gast Manufacturing Corporation
P.O. Box 97
Benton Harbor, MI 49023-0097

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Date: 12/9/96

For GATX Terminals Corporation:

Steven A. Kuhrtz
(Signature)

Name: Steven G. Kuhrtz
(Please print)

Title: Vice President
(Please print)

For GATX Tank Storage Terminals Corporation:

Steven A. Kuhrtz
(Signature)

Name: Steven G. Kuhrtz
(Please print)

Title: Vice President
(Please print)

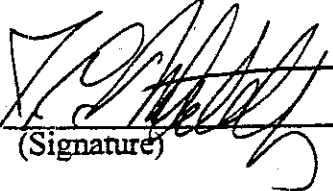
GATX Terminals Corporation
500 West Monroe Street
Chicago, IL 60661-3678

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Date: December 4, 1996

Attest: 
Assistant Secretary

For The Goodyear Tire & Rubber Company:


(Signature)

Name: J. C. Whiteley
(Please print)

Title: Vice President
(Please print)

The Goodyear Tire & Rubber Company
1144 E. Market Street
Akron, OH 44316

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Date: 4 DECEMBER 1996

For GSF Energy, L.L.C., successor to GSF Energy Inc.:

Jerrel Branson
(Signature)

Name: JERREL BRANSON
(Please print)

Title: MANAGER
(Please print)

GSF Energy, L.L.C.
c/o Air Products and Chemicals, Inc.
7201 Hamilton Blvd.
Allentown, PA 18195-1501

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Date: 12/6/96

For Great Western Chemical Company:

D.A. Kieffer
(Signature)

Name: D. A. KIEFFER
(Please print)

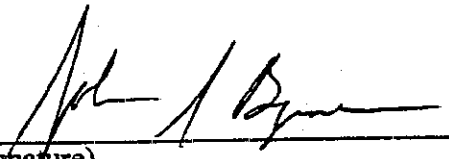
Title: SECRETARY
(Please print)

Great Western Chemical Company
808 SW 15th Avenue
Portland, OR 97205

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Date: December 11, 1996

For Gulton Industries, Inc.:



(Signature)

Name: John J. Byrne
(Please print)

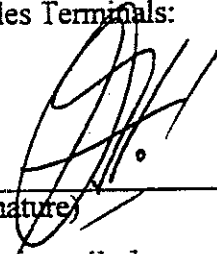
Title: Vice President
(Please print)

Gulton Industries, Inc.
P.O. Box 810
Amherst, NY 14226-0810

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Date: November 25, 1996

For Los Angeles Terminals:



(Signature)

Name: Adrian Hol
(Please print)

Title: Corporate Vice President
(Please print)

HCI U.S.A. Distribution Companies
1551 N. Tustin Ave., #430
Santa Ana, CA 92705-8638

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Date: DECEMBER 5, 1996

For H&H Tube & Manufacturing Company:

Richard P. Watson
(Signature)

Name: RICHARD P. WATSON
(Please print)


Title: EXECUTIVE VICE PRESIDENT
(Please print)

H&H Tube & Manufacturing Company
108 Garfield St.
P.O. Box 455
Vanderbilt, MI 49795

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Date: December 10, 1996

For Hewlett-Packard Company, for itself and as successor in interest to Avantek, Inc.:



(Signature)

Name: Ted Kevranian
(Please print)

Title: Director of Corporate Environmental Manageme
(Please print)

Hewlett-Packard Company
1501 Page Mill Road
Palo Alto, CA 94304

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Date: December 9, 1996

For Hexfet America:

Gerald A. Koris
(Signature)

Name: Gerald A. Koris
(Please print)

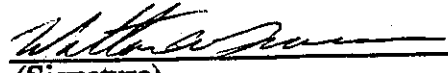
Title: Secretary
(Please print)

Hexfet America
c/o International Rectifier Corporation
233 Kansas Street
El Segundo, CA 90245

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Date: December 2, 1996

For Honeywell Inc.:


(Signature)

Name: Walter A. Groves
(Please print)


Title: Director, West Coast Operations
(Please print)

Honeywell Inc.
2701 Fourth Avenue South
Minneapolis, MN 55408

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Date: December 4, 1996

For IMO Industries Inc.:



(Signature)

Name: Thomas M. O'Brien
(Please print)

Title: Assistant General Counsel
(Please print)

IMO Industries Inc.
1009 Lenox Drive
Lawrenceville, NJ 08648-0550

SENT BY:6152704220

12-18-96 : 9:13AM : INTER-CITY PRODU...S-

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Date: _____

For Inter-City Products Corporation (USA):

David P. Cain

(Signature)

Name: DAVID P. CAIN
(Please print)

Title: SR. VICE PRESIDENT
(Please print)

Inter-City Products Corporation (USA)
P.O. Box 3005
Laverge, TN 37086-1985

CONSENT DECREE


- 45 -

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
P.O. Box 40117
Olympia, WA 98504-0117
FAX (360) 428-7743

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Date: 11-23-96

For ITT Cannon Division of ITT INDUSTRIES, INC.:


(Signature)

Name: Andrew De Cicco
(Please print)

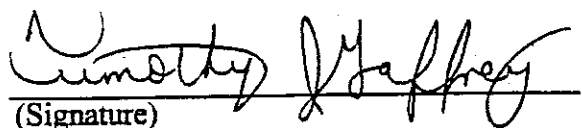
Title: Asst. Gen. Counsel
(Please print) ITT D+E

ITT Cannon Division of ITT INDUSTRIES, INC.
1650 Tysons Blvd., Suite 1700
McLean, VA 22102

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Date: 11/25/96

For Jones Chemicals, Inc.:


(Signature)

Name: Timothy J. Gaffney
(Please print)

Title: Vice President, Environmental Affairs
(Please print)

Jones Chemicals, Inc.
80 Munson Street
LeRoy, NY 14482

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Date: 12/4/96

For Kearney-National Inc.:

John F Tierney Jr
(Signature)

Name: John F Tierney Jr.
(Please print)

Title: Vice President & CFO
(Please print)

Kearney-National Inc.
108 Corporate Park Dr., Suite 114
White Plains, NY 10604

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Date: December 16, 1996

For The Regents of the University of California (Lawrence Berkeley National Laboratory):

Nancy W. Shepard
(Signature)

Name: NANCY W. SHEPARD
(Please print)

Title: Environmental Counsel
(Please print)

Lawrence Berkeley National Laboratory
One Cyclotron Rd.
Berkeley, CA 94720

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Date: 12/09/96

For Liberty Service Corporation as successor to
Koll/Columbia Venture:

Samuel E. Matthews
(Signature)

Name: Samuel E. Matthews
(Please print)

Title: President
(Please print)

Liberty Service Corporation
FDIC Legal Division
4 Park Plaza, 8th Floor
Irvine, CA 92714

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Date: December 5, 1996

For Kwikset Corporation:

Linda H. Biagioni
(Signature)

Name: Linda H. Biagioni
(Please print)

Title: Vice President
(Please print)

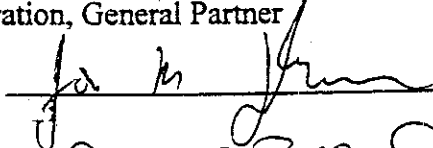
Kwikset Corporation
701 East Joppa Road
Towson, MD 21286


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Date: _____

For LINCOLN SLAUSEN DISTRIBUTION CENTER, a California Limited Partnership:

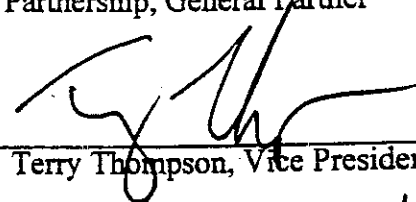
By: PATRICIAN ASSOCIATES, INC., a California Corporation, General Partner

By:  **JON M. JACOBSON**
Assistant Director
Commercial Real Estate Equite

By: 
DENNIS C. BALLARD, Counsel

By: LINCOLN DISTRIBUTION CENTER S.F.S., a Limited Partnership, General Partner

By: Lincoln Property Company N.C., Inc., as Agent and Manager for Lincoln Distribution Center S.F.S., a California Limited Partnership, General Partner

By: 
Terry Thompson, Vice President

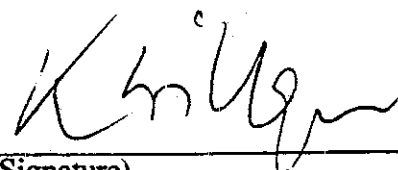
Title: Vice President
(Please print)

Lincoln Property Co.
30 Executive Park, Suite 100
Irvine, CA 92714

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Date: 11-27-96

For Litronix, Inc.:



(Signature)

Name: Krister Wilgren

(Please print)

Title: VP & Treasurer

(Please print)

Litronix, Inc./Siemens Corporation
1301 Avenue of the Americas
New York, NY 10019

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Date: 12/9/96

For Lockheed Martin Librascope Corporation:

Barton B. Davis
(Signature)

Name: Barton B. Davis
(Please print)

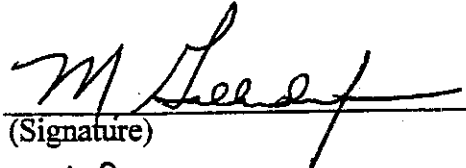
Title: VP + General Counsel
(Please print)

Lockheed Martin Librascope Corporation
c/o Lockheed Martin Federal Systems, Inc.
9500 Godwin Drive
Manassas, VA 20110

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Date: December 2, 1996

For Lomac, Inc.:



(Signature)

Name: M. CALLISDORFER
(Please print)

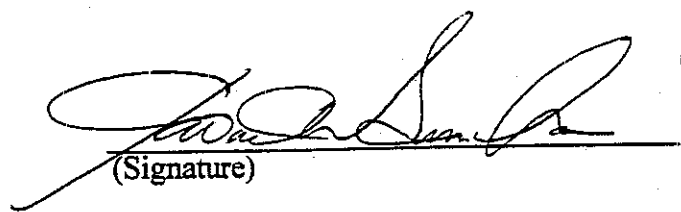
Title: President
(Please print)

Lomac, Inc.
266 W. Mitchell Ave.
Cincinnati, OH 45232

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Date: December 3, 1996

For Daiichiya-Love's Bakery, Inc.:


(Signature)

Name: Edward M. Sunahara
(Please print)

Title: Treasurer
(Please print)

Daiichiya-Love's Bakery, Inc.
911 Middle Street
Honolulu, HI 96819

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Date: 11/27/96

For Masco Building Products Corp. and its wholly-owned subsidiary, Weiser Lock Corporation:

David L. Hirsch
(Signature)

Name: DAVID L. HIRSCH
(Please print)

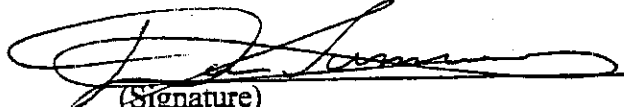
Title: Assistant Secretary
(Please print)

Masco Building Products Corp.
21001 Van Born Road
Taylor, MI 48180

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Date: 2 December 1986

For McDonnell Douglas Corporation:


(Signature)

Name: Dan Summers
(Please print)

Title: ASSISTANT General Counsel
(Please print)

McDonnell Douglas Corporation
P.O. Box 516 (5100-1240)
St. Louis, MO 63166

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Date: 11/25/96

For Microsemi Corporation:

David R. Sonksen

(Signature)

Name: DAVID R. SONKSEN

(Please print)

Title: V.P. FINANCE & CFO

(Please print)

Microsemi Corporation
2830 South Fairview Street
Santa Ana, CA 92704

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Date: 12/10/96

For Mission Linen Supply:



(Signature)

Name: Michael Jamieson
(Please print)

Title: President/CEO
(Please print)

Mission Linen Supply
2936 Delavina Street
Santa Barbara, CA 93105

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Date: December 5, 1996

For Mobil Oil Corporation:

P. L. Wirsing
(Signature)

Name: P. L. Wirsing
(Please print)

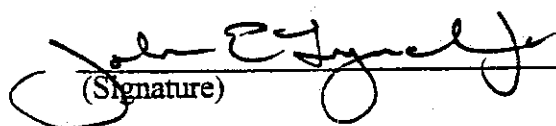
Title: Superfund Response Coordinator
(Please print)

Mobil Oil Corporation
3225 Gallows Road
Fairfax, VA 22037

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Date: December 10, 1996

For Augat Wiring Systems Inc. [formerly known as
National Industries, Inc.]:


(Signature)

Name: John E Lynch Jr
(Please print)

Title: Vice President
(Please print)

Augat, Inc.
89 Forbes Blvd.
Mansfield, MA 02048

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Date: December 17, 1996

For Occidental Chemical Corporation:

Keith C. McOse
(Signature)

Name: Keith C. McOse
(Please print)

Title: Vice President & General Counsel
(Please print)

Occidental Chemical Corporation
Occidental Tower, 5005 LBJ Freeway
P.O. Box 809050
Dallas, TX 75380-9050

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Date: September 9, 1996

For Pacific Gas and Electric Company:

John W. Rusterud
(Signature)

Name: JOHN W RUSTERUD
(Please print)

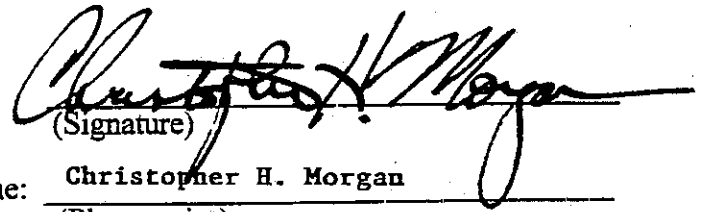
Title: ATTORNEY
(Please print)

Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105

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Date: December 12, 1996

For Parker-Hannifin Corporation:


(Signature)

Name: Christopher H. Morgan
(Please print)

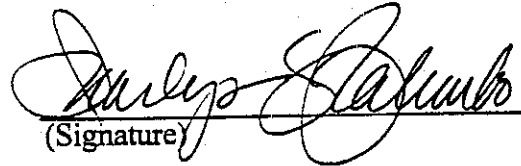
Title: Assistant General Counsel
(Please print)

Parker-Hannifin Corporation
17325 Euclid Avenue
Cleveland, OH 44112

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Date: December 12, 1996

For Burlington Environmental Inc.:


(Signature)

Name: Marlys S. Palumbo
(Please print)

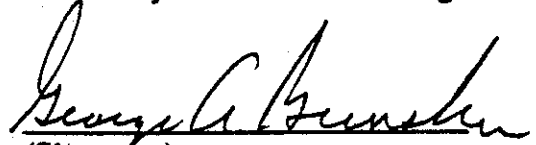
Title: Vice President - General Counsel
(Please print)

Burlington Environmental Inc.
1100 Oakesdale Avenue SW
Renton, WA 98055

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Date: December 9, 1996

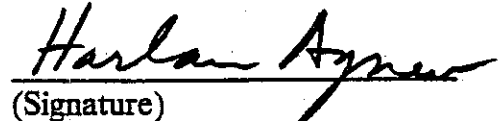
For Pima County Wastewater Management:


(Signature)

Name: George A. Brinsko
Title: Director

Date: December 9, 1996


For Barbara Lawall, Pima County Attorney


(Signature)

Name: Harlan Agnew
Title: Deputy County Attorney

Date: December 9, 1996

For Pima County:


(Signature)

Name: Paul Marsh
Title: Chairman, Board of Supervisors

Pima County
Pima County Attorney's Office
32 N. Stone, Suite 1500
Tucson, AZ 85701

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Date: December 4, 1996

For Plessey Inc.:

A. Harris Walker
(Signature)

Name: A. HARRIS WALKER
(Please print)

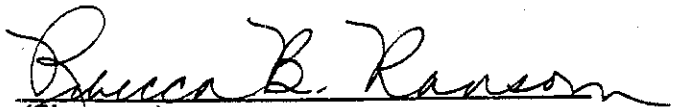
Title: PRESIDENT
(Please print)

Plessey Inc.
1301 Avenue of the Americas
New York, NY 10019

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Date: December 13, 1996

For Raytheon Company and Tube Holding Company, Inc.:


(Signature)

Name: Rebecca B. Ransom
(Please print)

Title: Assistant General Counsel, Litigation
(Please print)

Raytheon Company and Tube Holding Company, Inc.
141 Spring Street
Lexington, MA 02173

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Date: Dec. 13, 1996

For Rockwell International Corporation:

John H. Harte
(Signature)

Name: JOHN H. HARTE
(Please print)

Title: ASSISTANT GENERAL COUNSEL
(Please print)

Rockwell International Corporation
2201 Seal Beach Blvd.
Seal Beach, CA 90740

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Date: December 18, 1996

For Rohr, Inc.:

William Billingslea, Jr.
(Signature)

Name: WILLIAM BILLINGSLEA, JR.
(Please print)

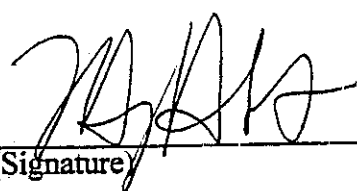
Title: Corporate Counsel and Assistant Secretary
(Please print)

Rohr, Inc.
850 Lagoon Drive
Chula Vista, CA 91910

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Date: 12/6/96

For Safety-Kleen Corp.:



(Signature)

Name: F. Henry Habicht II
(Please print)
Senior Vice President

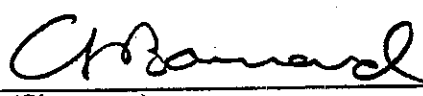
Title: Corporate Development and Environment
(Please print)

Safety-Kleen Corp.
1000 N. Randall Road
Elgin, IL 60123

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Date: 12/16/96

For Clariant Corporation on behalf of Sandoz Chemicals:



(Signature)

Name: C. S. Barnard
(Please print)

Title: Vice President Legal
(Please print)

Sandoz Chemicals
4000 Monroe Road
Charlotte, N.C. 28205

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Date: 12/10/96

For City of Santa Maria:

Wendy Stockton
(Signature)

Name: Wendy Stockton
(Please print)

Title: Senior Deputy City Attorney
(Please print)

City of Santa Maria
204 East Cook Street
Santa Maria, CA 93454

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Date: 11/27/96

For Shorewood Packaging Corporation:

Steve Montano
(Signature)

Name: Steve Montano
(Please print)
Title: Corporate Environmental Director
(Please print)

Shorewood Packaging Corporation
55 Engineers Lane
Farmington, NY 11735

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Date: 12-6-96

For Siemens Components, Inc.:

John W. Wyss
(Signature)

Name: JOHN WYSS
(Please print)


Title: DIRECTOR CORP ENV.
(Please print)

Siemens Components, Inc.
1301 Avenue of the Americas
New York, NY 10019

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Date: Dec. 9, 1996

For Smith International, Inc.:


(Signature)

Name: Neal S. Sutton
(Please print)

Title: Senior Vice President - Administration
(Please print) General Counsel &
Secretary

Smith International, Inc.
P.O. Box 60068
Houston, TX 77205-0068

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Date: Dec 6, 1996

For AAF-McQuay Inc., formerly SnyderGeneral:

Raymond Myers
(Signature)

Name: RAYMOND J MYERS
(Please print)

Title: VP - QUALITY ASSURANCE
(Please print)

AAF-McQuay Inc.
302 Nichols Dr.
Hutchins, TX 75141

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Date: 12-9-96

For Soilserv, Inc.:

Dennis J Sites
(Signature)
Name: DENNIS J SITES
(Please print)

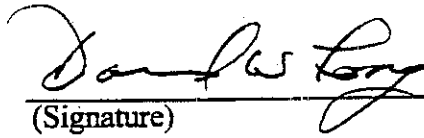
Title: PRESIDENT
(Please print)

Soilserv, Inc.
P.O. Box 3650
Salinas, CA 93912

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Date: _____

For Southern Pacific Transportation Company:


(Signature)

Name: David W. Long
(Please print)

Title: Assistant General Counsel
(Please print)

Southern Pacific Transportation Company
Southern Pacific Bldg.
One Market Plaza
San Francisco, CA 94105

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Date: Dec. 18, 1996

For Textek, Inc.:

Gerard J. Van Gils
(Signature)

Name: Gerard J. Van Gils
(Please print)

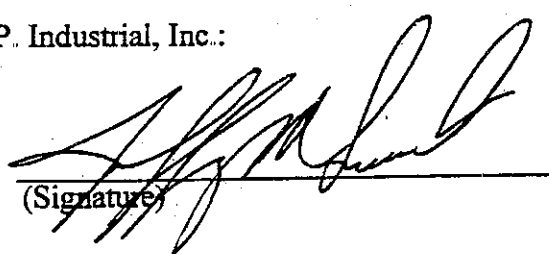
Title: Vice President
(Please print)

Textek, Inc.
P.O. Box 4228
Rancho Cucamonga, CA 91729-4228

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Date: 12/4/96

For T.P. Industrial, Inc.:



(Signature)

Name: JEFFREY M SMITH
(Please print)

Title: ATTORNEY
(Please print)

T.P. Industrial, Inc.
535 E. Alonora Blvd.
Gardena, CA 90248

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Date: December 2, 1996

For TRW Inc.:

David B. Goldston
(Signature)

Name: David B. Goldston
(Please print)

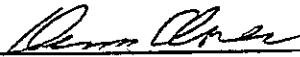
Title: Vice President & Assistant
(Please print) General Counsel

TRW Inc.
1900 Richmond Road
Cleveland, OH 44124

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Date: December 17, 1996

For Technical Coatings Company:


(Signature)

Name: DENNIS R. OWEN
(Please print)

Title: TECHNICAL/MARKET DEVELOPMENT MANAGER
(Please print)

Technical Coatings Company
1000 Walsh Avenue
Santa Clara, CA 95050

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Date: 12-17-94

For United Technologies Corporation:

D. Miller
(Signature)

Name: Donald L. Miller
(Please print)

Title: Controller
(Please print)

United Technologies Corporation
Chemical Systems Division
600 Metcalf Road
San Jose, CA 95138

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Date: Dec 4th 1996

For Watkins-Johnson Company:

John M Varrone
(Signature)

Name: JOHN VARRONE
(Please print)

Title: TREASURER
(Please print)

Watkins-Johnson Company
3333 Hillview Avenue
Stanford Research Park
Palo Alto, CA 94304-1223

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Date: 12/2/96

For WW&LJ GATEWAYS, LTD., a California limited partnership:

By: BREN INVESTMENT PROPERTIES, a California corporation, General Partner

Gary N. Babick
(Signature)

Name: Gary N. Babick
Title: President

c/o The Irvine Company
550 Newport Center Drive
Newport Beach, CA 92660
Attn: General Counsel

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Date: December 9, 1996

For Wilmington Liquid Bulk Terminals, Inc.:

Donald R. Kurz
(Signature)

Name: Donald R. Kurz
(Please print)

Title: President
(Please print)

Wilmington Liquid Bulk Terminals, Inc.
One Bala Plaza East, Suite 600
Bala Cynwyd, PA 19004

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Date: 12/2/96

For Yort, Inc., formerly Troy Lighting Inc.:

Charles Florio
(Signature)

Name: CHARLES J FLORIO
(Please print)

Title: TREASURER
(Please print)

Yort, Inc.
67 Holly Hill Lane
P.O. Box 4207
Greenwich, CT 06830

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Date: 12/9/96

For Yosemite Concession Services Corporation:

B. Johnston

(Signature)

Name: BILL JOHNSTON
(Please print)

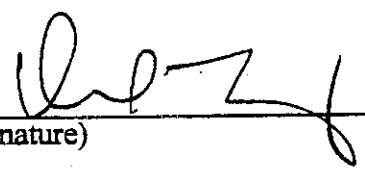
Title: VICE PRESIDENT
(Please print)

Yosemite Concession Services Corporation
YCS Executive Office
Yosemite, CA 95389

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Date: December 13, 1996

For National Service Industries, Inc. and its subsidiaries
and affiliates including Zep Manufacturing Co.:



(Signature) *1/18/97*

Name: David Levy
(Please print)

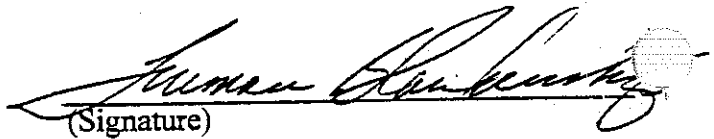
Title: Executive Vice President,
Administration and Counsel

National Service Industries, Inc.
1420 Peachtree Street, NE
Atlanta, GA 30309

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Date: December 11, 1996

For Berryman Products, Inc.:


(Signature)

Name: Truman Blankenship
(Please Print)

Title: President
(Please Print)

Berryman Products, Inc.
3800 East Randall Mill Road
Arlington, TX 76011-5474

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Date: December 18, 1996

For Lockheed Martin Corporation on behalf of Lockheed
Aeronautical Systems:

Dominic J. Hanket
(Signature)

Name: Dominic J. HANKET
(Please Print)

Title: Assistant General Counsel
(Please Print)

Lockheed Martin Corporation
2550 N. Hollywood Way, Suite 301
Burbank, CA 91505

CONSENT DECREE

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
P.O. Box 40117
Olympia, WA 98504-0117
FAX (360) 438-7743

COMMENT 3

There has been no demonstration that Ecology's expenditures with regard to the Yakima Railroad Area "were incurred and will be incurred in a manner not inconsistent with the National Contingency Plan," as asserted in the complaints attached to the Consent Decrees. In addition, it is impossible to represent now whether a future expenditure will be consistent with the NCP.

To date the Department has been involved in the review of data submitted by those PLPs acting under Enforcement Orders as well as in negotiating the four Consent Decrees at the Site. These actions are consistent with both CERCLA and the NCP. Similarly, Ecology will have oversight for future expenditures sufficient to ensure that those expenditures are not inconsistent with the NCP.

COMMENT 4

There has been no demonstration that "nineteen identified Source Areas... have... contributed to the presence of PCE at the [Yakima Railroad Area] Site." This statement should be limited only to the Cameron-Yakima property with which the defendants in the four Consent Decrees are involved. These defendants have had no involvement with regard to any other alleged Source Area within the Yakima Railroad Area; comments as to those other properties are beyond the scope of the Consent Decree.

The YRRA is an area of approximately 6 square miles of perc contaminated groundwater. Within the area there are 19 known subfacilities or source areas. A site becomes part of the YRRA when PCE is found to be present in soils, an indication of a source. All nineteen subfacilities or Source Areas have PCE present in both soil and groundwater. Under RCW 70.105D.010(5) each of the responsible persons associated with these subfacilities is liable jointly and severally. The parties to the four decrees being proposed all shipped waste to Cameron Yakima, Inc. The CYI facility has contributed to groundwater contamination within the YRRA as evidence by soil and groundwater contamination.

Because the Site History is an important part of the background information necessary to review the Consent Decrees it should be as complete as possible. Thus, it is appropriate to include this information within the Consent Decree. Moreover, the information regarding the Source Areas at the Site constitute a factual finding by the Department of Ecology.

COMMENT 5

The contribution protection under the four proposed Consent Decrees, is overly broad. A Remedial Investigation has not even been performed for the Yakima Railroad Area. Thus, it is premature to reach settlements relieving parties from liability for future remediation decisions.

Ecology's entry of consent decrees at this time is not premature. MTCA provides that Ecology may settle with a PLP when that settlement will lead to a more expeditious cleanup of the hazardous substances at the Site. The four consent decrees proposed for entry by Ecology provide for the remedial investigation of, and substantial funds toward remediation of, over six square miles of contaminated groundwater. Thus, these decrees will lead to a more expeditious cleanup of the Site.

COMMENT 6

There is no demonstration that the amounts used to compute the cash-out settlements are fair and reasonable. No information has been provided to explain, let alone justify, the total estimated remediation costs, the allocation to those involved at the Cameron-Yakima property, or the allocation amongst PLPs at the property.

Attachment A shows a line item estimate of anticipated remedial action costs for the YRRA. The estimate identifies the completion of a remedial investigation and feasibility study with the implementation of cleanup action. The cleanup action estimate consists of either the connection of about 1000 additional homes and businesses to a municipal water supply or the construction of new wells for these businesses, the 1200 plus homes already connected to a new water supply, the protection and or replacement of Union Gap Municipal Wells, and the implementation of institutional controls to protect the aquifer and control consumption. This estimate is \$23,649,669. This estimate was then allocated amongst the subfacilities by looking at soil contamination levels at each subfacility as of February 1996. A percentage of contribution for each subfacility was then developed. (See Attachment B). Note that this allocation was based on facilities in existence as of February 1996. Numbers were not included for subfacilities which had already settled via earlier settlements.

The percentage contribution identified that the Cameron-Yakima, Inc., subfacility is responsible for approximately 94% of the \$23,649,669 area-wide costs or \$22,215,516. This amount was allocated to CYI generator PLPs based on the pounds of carbon shipped to the

CYI facility; approximately 6.7 million pounds. This generated a baseline value of \$3.35 per pound of carbon shipped to the CYI subfacility.

The settlement terms of the consent decrees reflect the cooperative effort and substantial resources devoted toward remediating the contamination at the Site by the settling PLPs. Further, the decree providing for a Remedial Investigation recognizes the significant savings involved in having the PLPs carry out field work rather than having Ecology undertake the same task. The RI decree represents, when the combined value of the work and \$150,000 trust fund contribution are considered, a settlement to those PLPs of approximately \$1.99 per pound of carbon shipped to CYI. The other decrees settle for \$2.11 and \$2.35 per pound.

COMMENT 7

In the RI Consent Decree, the scope of contribution protection and the scope of the covenant not to sue are unjustifiably broad. The defendants to the RI Consent Decree are obligated to perform certain remedial investigation activities but not to participate in any feasibility study for the Yakima Railroad Area. The scope of the contribution protection and the covenant not to sue should be consonant with the activities being handled under the Consent Decree.

The scope of the covenant not to sue is commensurate with the scope of settlement embodied in the RI consent decree. The decree provides that the PLPs shall carry out the Remedial Investigation of the Site, and also contribute \$150,000.00 to the Yakima Railroad Area Trust Fund. The Trust Fund is being created by the four decrees and has, as its stated purpose, the funding of the remedial action necessary at the Site. Because the RI decree provides for payment into the Trust Fund, the intended scope of the settlement is for the remedial action necessary at the Site.

Regarding the scope of the Contribution Protection in the RI Consent Decree, CERCLA Section 113(f) (2) provides that a party who has resolved its liability with the United States or a State in a Consent Decree "shall not be liable for claims of contribution regarding the matters addressed in the settlement." MTCA, also provides that a party which has resolved its liability with the State "shall not be liable for claims for contribution regarding matters addressed in the settlement." RCW 70.105D0.040(4)(d). Because the parties have resolved their future liability under the terms of the Consent Decrees (i.e., the scope of the matters addressed includes future response costs), both MTCA and CERCLA provide that such parties are entitled to contribution protection for those same matters.

COMMENT 8

The defendants in the four Consent Decrees should not be relieved from responsibility for source removal and cleanup at the Cameron-Yakima site. For example, if Cameron-Yakima is financially unable to perform and complete remedial activities at the site, the defendants and other potentially liable parties at the site should be liable. In addition, any other liability property allocable to Cameron-Yakima should also be assessable against the defendants and other potentially liable parties at the Cameron-Yakima site.

The Settlers are entitled to protections available to settling parties under MTCA and CERCLA. It is in both the State's and the Settlor's interest to encourage early settlement and early cleanups at the Site. The Department does not contend that every PLP at the Site has settled its liability. As future response actions are identified, or future response costs incurred, by the Department, such work or costs will be allocated to those PLPs not participating in the current settlements. The State does not intend to foreclose the possibility of early settlements and cleanup at the Site simply because there is a possibility that one PLP may not be in a position to fund continuing remedial activities.

COMMENT 9

The proposed activities under the RI Consent Decree include sampling of downgradient wells at several alleged Source Areas within the Yakima Railroad Area, including the U-Haul/Yakima Valley Spray Site. If such monitoring is conducted, it should also include contemporaneous sampling of an upgradient well at the site, if such exists.

The purpose of the sampling of downgradient wells at all YRRA facilities is to begin generating an area-wide understanding of groundwater contamination levels. The contractor working under the RI Consent Decrees will be sampling one well at each facility. Ecology will be working with each subfacility to coordinate all subfacility groundwater sampling to occur on the same schedule as the area-wide sampling.