

Westco Martinizing
Consent Decree

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF YAKIMA

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

WESTCO, INC., a Washington Corporation,

Defendant.

No. 99 2 01235 5

SUMMONS

FILED
MAY 07 1999

KIM M. EATON, YAKIMA COUNTY CLERK

TO: WESTCO, INC., by and through Albert Barker, Attorney for Defendant.

A lawsuit has been started against you in the above-entitled court by the State of Washington, Department of Ecology, plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

The parties have agreed to resolve this matter by entry of a Consent Decree, a copy of which is also attached. Accordingly, this Summons shall not require the filing of an Answer.

Further, all disputes arising under this cause shall be resolved under the terms of the Consent Decree.

DATED this 7th day of April, 1999.

CHRISTINE O. GREGOIRE
Attorney General



MARK C. JOBSON, WSBA #22171
Assistant Attorney General
Attorneys for Plaintiff
State of Washington
Department of Ecology
(360) 459-6156

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Washington State
Department of Ecology



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STATE OF WASHINGTON,
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COMPLAINT

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KIM M. EATON, YAKIMA COUNTY CLERK

Plaintiff, State of Washington, Department of Ecology ("Ecology"), alleges as follows:

I. JURISDICTION

This court has jurisdiction over the subject matter and the parties under RCW 70.105D, the Model Toxics Control Act ("MTCA").

II. PARTIES

1. Plaintiff Ecology is an agency of the State of Washington charged with overseeing remedial action at sites contaminated with hazardous substances under RCW 70.105D.

2. Defendant, Westco, Inc., is a Washington Corporation. Westco has agreed to enter into a Consent Decree, filed with this complaint, to remedy the release of hazardous substances on property it leases in Yakima, Washington and known as Westco Martinizing.

III. FACTUAL ALLEGATIONS

3. The property that is the subject of this action is located at 812 Summitview and is within the area designated by Ecology as the Yakima Railroad Area, identified in Exhibit A to the decree. The Westco property is identified in Exhibit B to the Consent Decree filed herewith.

4. Westco leases the property from Robert Williams.

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COMPLAINT

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

1 5. Westco agreed to and has performed remedial actions to clean up hazardous
2 substances at the property

3 6. Westco is also potentially liable for contamination of ground water over the larger
4 area known as the Yakima Railroad Area, identified in Exhibit A

5 7. In order to settle this liability, Ecology and Westco have entered into a Consent
6 Decree regarding the property. If approved by the Court, the Consent Decree will go into effect
7 on the date the decree is entered. The Consent Decree resolves Westco's liability under RCW
8 70.105D, as the lessee of the property. The entry of the Consent Decree will yield substantial
9 new resources to facilitate the cleanup of the Yakima Railroad Area and will expedite remedial
10 action at the site consistent with MTCA.

11 8. Ecology and the Attorney General have determined that the work to be performed
12 and contribution described in the Consent Decree is consistent with MTCA, is reasonable, and is
13 in the public interest. The Consent Decree has been subject to public notice and comment.

14 **IV. CAUSES OF ACTION**

15 9. Plaintiff realleges paragraphs 1 through 8, above.

16 10. The Westco property is a "facility" as defined in RCW 70.105D.020.

17 11. There has been a release or releases of "hazardous substances" at the property as
18 defined in RCW 70.105D.020.

19 12. Ecology has determined that remedial action is necessary to identify, eliminate or
20 mitigate any threat or potential threat to human health or the environment with respect to the
21 property and is in the public interest.

22 13. Westco, Inc. is a liable person under MTCA for releases at the property, as an
23 "owner" of the property under RCW 70.105D.040(1)(a).

24 14. Pursuant to RCW 70.105D.030(1) and RCW 70.105D.050, Ecology may require
25 potentially liable persons to investigate or conduct other remedial actions with respect to the
26 release of hazardous substances, whenever it believes such action to be in the public interest.

1 15 RCW 70 105D 040(4) authorizes the Attorney General to agree to settlement with
2 liable persons.

3 16. The Attorney General, Ecology and Defendant, pursuant to RCW 70.105D.040,
4 have entered into a Consent Decree.

5 17 The Consent Decree is being filed with the Court simultaneously with the filing o
6 this complaint. The Consent Decree provides for appropriate remedial action that will lead to a
7 more expeditious cleanup of the property and of the Yakima Railroad Area.

8 18. Defendant has agreed to perform the work and make the contribution called for in
9 the proposed Consent Decree and agrees to the entry of the Consent Decree by the Court

10 **V. PRAYER FOR RELIEF**


11 Ecology and Westco have entered into a Consent Decree addressing Westco's liability fo
12 contamination at the site. If the Consent Decree is approved by the Court, Westco will take
13 actions to further certain Ecology goals for the protection of human health and the environment
14 in exchange for a covenant not to sue, subject to reopener, as well as protection from contributio
15 claims under MTCA.

16 Therefore, all parties to this action request that the Court grant the following relief:

17 Sign the Consent Decree in this matter and retain jurisdiction to enforce the terms of the
18 Decree.

19 DATED this 7th day of April, 1999.

20 CHRISTINE O. GREGOIRE
21 Attorney General

22 
23 MARK C. JOBSON, WSBA #22171
24 Assistant Attorney General
25 Attorneys for Plaintiff
26 State of Washington
Department of Ecology
(206) 459-6156

mjl westco-complaint

COMPLAINT

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Department of Ecology

ATTORNEY GENERAL OF WASHINGTON
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MAY 07 1999

KIM M. EATON, YAKIMA COUNTY CLERK

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IN AND FOR THE COUNTY OF YAKIMA

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

WESTICO, INC., a Washington Corporation,

Defendant.

No. 99 2 01235 5

JOINT MOTION FOR ENTRY OF
CONSENT DECREE

The parties to this action hereby jointly 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 public comment. The attached Affidavit of Mark C. Jobson is submitted in support of this Motion.

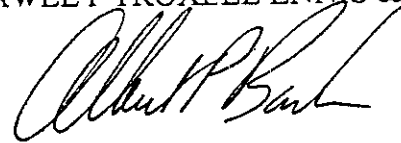
DATED this 30 day of April, 1999.

CHRISTINE O. GREGOIRE
Attorney General



MARK C. JOBSON, WSBA #22171
Assistant Attorney General
Attorneys for Plaintiff
State of Washington
Department of Ecology
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JOINT MOTION FOR ENTRY OF
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF YAKIMA

STATE OF WASHINGTON,
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Plaintiff,

v.

WESTCO, INC., a Washington Corporation,

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NO. 99 2 01235 5
CONSENT DECREE

TABLE OF CONTENTS

	Page
I. INTRODUCTION	2
II. JURISDICTION AND VENUE	3
III. PARTIES BOUND	4
IV. DEFINITIONS.....	4
V. STATEMENT OF FACTS	4
VI. WORK TO BE PERFORMED	4
VII. ACCESS	6
VIII. RETENTION OF RECORDS.....	6
IX. TRANSFER OF INTEREST IN THE PROPERTY	7
X. RESOLUTION OF DISPUTES.....	7
XI. AMENDMENT TO CONSENT DECREE	8
XII. OTHER ACTIONS.....	8
XIII. CONTRIBUTION PROTECTION.....	9
XIV. COVENANT NOT TO SUE	9
XV. CLAIMS AGAINST THE STATE.....	10
XVI. RESERVATION OF RIGHTS	11
XVII. EFFECTIVE DATE.....	11
XVIII. DURATION OF DECREE AND RETENTION OF JURISDICTION.....	11
XIX. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT.....	11

- Exhibit A: Map of Yakima Railroad Area
- Exhibit B: Legal Description of Property
- Exhibit C: Westco Martinizing Site History
- Exhibit D: Trust Agreement
- Exhibit E: Compliance Monitoring Plan

CONSENT DECREE

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I. INTRODUCTION

A In entering into this de minimis Consent Decree (Decree), the mutual objectives of the Washington State Department of Ecology ("Ecology") and Westco, Inc. ("Westco") are to ensure Westco's financial contribution to the cleanup of the Yakima Railroad Area ("YRRA Site") and to resolve the liability of Westco relating to the release of the hazardous substance perchloroethylene, hereinafter referred to as PCE, (including 1, 1, 2, 2-tetrachloroethylene, CAS Number 127-18-4) and its breakdown products (trichloroethylene, CAS Number 79-01-6; cis-1, 2-dichloroethylene, CAS Number 156-59-2; and Vinyl Chloride CAS Number 75-01-4) on property leased by Westco, located within the YRRA Site in Yakima, Washington. The map of the YRRA Site is attached hereto as Exhibit A and incorporated herein. Westco, of which William Winkle is the president, leases lots 10 and 11, Block 350, Capital Addition. The legal description of the property ("the Property") leased by Westco is attached hereto as Exhibit B and incorporated herein. The Property is owned by Mr. Robert Williams. To accomplish these objectives and to resolve the matter constructively and without litigation, Westco and Ecology consent to the actions required by this Decree.

B. A Complaint in this action is filed concurrent with this decree and no answer has been filed. There has not been a trial on any issue of fact or law in this case. However, the parties wish to resolve the issues raised by the 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, Westco and Ecology 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 nonsettling parties from any liability they may have with respect to investigation and remedial activities at the Site. Except as set forth herein, Westco and Ecology retain the right to seek reimbursement

1 in whole or in part from any responsible entities for sums expended on investigation and
2 remedial activities at the YRRA Site, and to seek any other costs that are legally recoverable.

3 E. By entering into this Decree, Westco is not admitting any liability or facts alleged
4 herein.

5 II. JURISDICTION AND VENUE

6 A. This Court has jurisdiction over the subject matter and over the parties pursuant to
7 the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. Venue is proper in Yakima
8 County RCW 70.105D.050(5)(b).

9 B. Authority is conferred upon the Washington State Attorney General by RCW
10 70.105D.040(4)(a) to agree to a settlement with any potentially liable person if, after public
11 notice and hearing, Ecology finds the proposed settlement would lead to a more expeditious
12 cleanup of hazardous substances in compliance with cleanup standards under RCW
13 70.105D.030(2)(d). RCW 70.105D.040(4)(b) requires that such a settlement be entered as a
14 consent decree issued by a court of competent jurisdiction.

15 C. Ecology has given notice to Westco, as provided in RCW 70.105D.020(8), of
16 Ecology's determination that Westco is a potentially liable person for the YRRA Site and that
17 there has been a release of hazardous substances at the YRRA Site.

18 D. Ecology has determined that past activities at Westco have given rise to a release
19 of hazardous substances. Westco maintains that there is no credible evidence that such a release,
20 which might be a threat to human health or the environment, has occurred on the Property, or
21 that Westco is a source of PCE in the groundwater of the YRRA Site.

22 E. By entering into this Decree, Westco agrees not to challenge the jurisdiction of
23 Ecology or the Court in any proceeding to enforce this Decree. Westco agrees to undertake the
24 actions specified in this Decree and consent to the issuance of this Decree, pursuant to RCW
25 70.105D.

26

CONSENT DECREE

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Washington State
Department of Ecology

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia WA 98504-0117
FAX (360) 438-7743

1 **III. PARTIES BOUND**

2 This Decree shall apply to and be binding upon the signatories of this Decree (parties).
3 their successors and assigns. The undersigned representative of each party hereby certifies that
4 he or she is fully authorized to enter into this Decree and to execute and legally bind such party
5 to comply with the Decree. No change in ownership or corporate status shall alter the
6 responsibility of Westco under this Decree.

7 **IV. DEFINITIONS**

8 Unless otherwise specified, the definitions set forth in the Model Toxics Control Act, Ch.
9 70.105D RCW, and Ch. 173-303 WAC shall control the meaning of the terms used in this
10 Consent Decree.

11 **V. STATEMENT OF FACTS**

12 The Westco Site History, attached to this Consent Decree as Exhibit C and incorporated
13 herein, contains a statement of facts describing Westco, its operational history, and the results of
14 testing for hazardous substances, including PCE at the Property. Based on the facts outlined in
15 the site history, Ecology has determined that the release or potential release of PCE at the Westco
16 Martinizing facility has been resolved, and that a settlement is appropriate. Westco has
17 undertaken measures necessary to ensure the protection of public health, welfare and the
18 environment, by participating in a bottled water program pursuant to Department of Ecology
19 Enforcement Order No. DE 92TC-C108, and by successfully completing a remedial investigation
20 of the Property substantially in satisfaction of Department of Ecology Agreed Order No. DE
21 94TC-C434.

22 **VI. WORK TO BE PERFORMED**

23 A. Conduct compliance monitoring per Exhibit E. Westco will implement a
24 compliance monitoring plan that meets the requirements of Chapter 173-340-720(8) to ensure
25 that the site meets groundwater cleanup standards. Using the three existing monitoring wells on
26 the Property, Westco will provide quarterly sampling results for a minimum of two years

1 beginning on December 1, 1998. At the end of these initial two monitoring periods, Westco
2 provide sample results twice yearly until the results demonstrate that groundwater cleanup levels
3 have been achieved.

4 B. Within *thirty (30) days* of the effective date of this decree, Westco agrees to pay
5 \$130,407.17 to the Trust Fund established in Exhibit D. Payment shall be made to the order of
6 Yakima Railroad Area Qualified Settlement Trust Account [No. 20-20-509-4021000] and
7 delivered by certified or cashier's check to ATTN: Inv Mgmt. and Trust Srvs., Seafirst Bank,
8 P.O. Box 232, Yakima, Washington 98907. In addition, Westco shall reimburse Ecology for its
9 oversight costs, which are \$18,210.61. Payment shall be made within *thirty (30) days* of the
10 effective date of the decree by certified or cashier's check payable to Department of Ecology,
11 Cashier's Section, P. O. Box 5128, Lacey, Washington, 98509-5128; with reference to: Westco
12 Mart. Site (No. J1C52).

13 C. The Trust Fund shall be used by Ecology for the exclusive purposes of financing
14 past and future remedial actions at the YRRA Site. Defendant's financial contribution expense
15 and specifically includes, but is not limited to, the Defendant's share of the following past and
16 future costs: (1) costs of grants provided to the cities of Yakima and Union Gap, Washington for
17 the purposes of municipal water system installation and upgrades; and (2) costs of work
18 performed by Ecology or its contractors for, or on, the YRRA Site under Ch. 70.1050 RCW, both
19 prior to and subsequent to the issuance of this Decree, for investigations, remedial actions, and
20 Decree preparation, negotiations, oversight and administration of this Decree. Ecology costs
21 include costs of direct activities and support costs of direct activities as defined in WAC 173-
22 340-550(2). Defendant's financial contribution shall be held in the Trust Fund pursuant to the
23 terms of Exhibit D. Ecology shall be designated as having the power of appointment under the
24 Trust.

25
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CONSENT DECREE

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1 D. Westco will provide access to the Property in accordance with Section VII of this
2 Consent Decree, and otherwise will comply with all other provisions of this Consent Decree.
3 After this Decree is entered and finalized, Westco shall allow Ecology continued access, at
4 Ecology's sole cost and expense, to the three monitoring wells installed as part of the remedial
5 investigation of the Property. The purpose of continued Ecology access to the wells described
6 above is to allow Ecology to gather additional groundwater information for an "area-wide" study
7 of the YRRA Site.

8 E. Westco agrees that it will not seek reimbursement from the state of Washington,
9 from state or local toxics accounts, or other YRRA Site potentially liable parties ("PLPs"), who
10 have or will be named, other than prior owners, operators or generators of the Property, for any
11 costs incurred prior to the entry of this Decree and pursuant or related to Order DE 92TC-C108,
12 or expended to satisfy the terms of this Decree. This provision in no way limits Westco's
13 defenses provided for in the Model Toxics Cleanup Act. Westco reserves its rights to seek
14 contribution from other liable parties as provided for in the MTCA, RCW 70.105D.080. By this
15 consent decree Westco settles its liability to the state and shall not be liable for claims for
16 contribution for matters addressed in this settlement as provided for in RCW 70.105D.040(4)

17 VII. ACCESS

18 As lessee, Westco grants Ecology and its Ecology-authorized representatives reasonable
19 access to the Property for purposes of inspections, conducting such tests or collecting samples as
20 Ecology may deem necessary as part of its RI/FS or remedial action at the YRRA Site. In the
21 event that Ecology wishes to conduct sampling, Ecology will, except in emergency situations,
22 provide Westco with *five (5) days* notice prior to entering the Property. Upon request, Ecology
23 will split any samples taken at the Property. All parties with access to the Property pursuant to
24 this paragraph shall comply with reasonable health and safety requirements.

25
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1 **VIII. RETENTION OF RECORDS**

2 Westco shall preserve for *ten (10) years* from the date of this Decree, all records, reports,
3 documents and underlying data in its possession relevant to the implementation of this Decree.
4 Upon request of Ecology, Westco shall make all non-privileged records available to Ecology and
5 allow access for review. Records shall be made available to Ecology within a reasonable period
6 of time.

7 **IX. TRANSFER OF INTEREST IN THE PROPERTY**

8 As lessee, prior to transfer of any legal or equitable interest in all or any portion of the
9 Property, Westco shall serve a copy of this Decree and the attached Exhibits upon any purchaser,
10 lessee, transferee, assignee, or other successor-in-interest of the Property; and, at least *thirty (30)*
11 *days* prior to any transfer, Westco shall notify Ecology of said transfer.

12 **X. RESOLUTION OF DISPUTES**

13 If Westco objects to any Ecology disapproval, proposed modification, or decision made
14 pursuant to this Decree, it shall notify Ecology in writing of its objections within *thirty (30)*
15 *calendar days* of receipt of such notice. Thereafter, the parties shall confer in an effort to resolve
16 the dispute. If agreement cannot be reached on the dispute within *thirty (30) calendar days* after
17 receipt by Ecology of such objection, Ecology shall promptly provide a written statement of its
18 decision to Westco.

19 If Ecology's final written decision is unacceptable to Westco, Westco has the right to
20 submit the dispute within *thirty (30) days* to the Court for resolution. The parties agree that one
21 judge should retain jurisdiction over this case and shall, as necessary, resolve any dispute arising
22 under this Decree. In the event Westco presents an issue to the Court for review, the Court shall
23 review the action or decision of Ecology on the basis of whether such action or decision was
24 arbitrary and capricious, and render a decision based on such standard of review. Ecology, and
25 Westco agree to use the dispute resolution process in good faith and agree to expedite, to the
26 extent possible, the dispute resolution process whenever it is used. Where either party uses

1 dispute resolution in bad faith or for purposes of delay, the other party may seek sanctions.
2 Implementation of these dispute resolution procedures shall not provide a basis for delay of any
3 activities required in this Decree, unless Ecology agrees, in writing, to a schedule extension or
4 the Court so orders.

5 XI. AMENDMENT TO CONSENT DECREE

6 This Decree may only be amended by a written stipulation between the parties, entered
7 by the Court, or by Court order. Such amendment shall become effective upon entry by the
8 Court. Agreement to amend shall not be unreasonably withheld by any party to this Decree.
9 Westco shall submit any request for an amendment to Ecology for approval. Ecology shall
10 indicate its approval or disapproval within a reasonable time after the request for amendment is
11 received. Reasons for the disapproval shall be stated in writing. If Ecology does not agree to
12 any proposed amendment, the disagreement may be addressed through the dispute resolution
13 procedures described in Section X of this Decree. No guidance, suggestions or comments by
14 Ecology will be construed as relieving Westco of its obligation to obtain formal approval as may
15 be required by this Decree. No verbal communication by Ecology shall relieve Westco of the
16 obligations specified herein. Ecology shall notify Westco of any Ecology-requested amendment
17 and, within *thirty (30) working days* of receipt of such a request, Westco shall, in writing,
18 indicate its agreement or disagreement and, if it disagrees, the rationale. If Westco does not
19 agree with any Ecology-proposed amendment, the disagreement may be addressed through the
20 dispute resolution procedures described in Section X of this Decree.

21 XII. OTHER ACTIONS

22 Ecology reserves its right to institute remedial action(s) at the YRRA Site and/or at
23 Westco, and subsequently pursue cost recovery, and to issue orders and/or penalties pursuant to
24 available statutory authority, under the following circumstances:

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1 the release or threatened release of PCE, in the amount and toxicity described in Exhibit C
2 Consistent with this Covenant Not to Sue, Westco is released from further liability under
3 Enforcement Orders DE 92TC-C108 and Agreed Order DE 94TC-C434.

4 This Covenant Not to Sue is strictly limited in its application to Westco, to the Property,
5 specifically defined in Exhibit B, and to the volume and toxicity of PCE, described in Exhibit C.
6 This covenant is not applicable to any other hazardous substances or areas, and the state retains
7 all of its authority relative to any other substances or areas.

8 A. **Reopeners:** In the following circumstances the state of Washington may exercise
9 its full legal authority to address releases of hazardous substances at Westco notwithstanding the
10 Covenant Not to Sue set forth above:

11 1. In the event Westco fails to comply with the terms and conditions of the
12 Consent Decree, including all exhibits, and, after written notice of noncompliance, fails to
13 come into compliance;

14 2. In the event information becomes available regarding factors previously
15 unknown to Ecology, including the nature and quantity of hazardous substances at
16 Westco, and Ecology determines, in light of this information, that remedial action is
17 necessary to address a release of hazardous substances at the Property to protect human
18 health and the environment.

19 B. **Applicability:** The Covenant Not to Sue set forth above shall have not
20 applicability whatsoever to:

- 21 1. Criminal liability;
- 22 2. Liability for damages to natural resources;
- 23 3. Any Ecology action against potentially liable parties not a party to this
24 Decree; and
- 25 4. "Other Actions" described in Section XII of this Decree.
- 26

1 **XV. CLAIMS AGAINST THE STATE**

2 Westco hereby agrees that it will not seek to recover any costs incurred in implementing
3 this Decree or Enforcement Orders DE 92TC-C108 and Agreed Order DE 94TC-C434 from the
4 state of Washington or any of its agencies and, further, that Westco will make no claim against
5 the State Toxics Control Account or any local toxics control account for any costs incurred in
6 implementing this Decree or Enforcement Orders DE 92TC-C108 and Agreed Order DE 94TC-
7 C434.

8 **XVI. RESERVATION OF RIGHTS**

9 By agreeing to the entry of this Decree, Westco and Ecology agree to abide by its terms.
10 While the parties believe that the recitals contained in this Decree are accurate, the execution and
11 performance of the Decree is not, however, an admission by Westco or Ecology of any fact or
12 liability for any purpose other than as a foundation for the entry of this Decree. Westco's
13 performance under this Decree is undertaken without waiver of or prejudice to any claims or
14 defenses whatsoever that may be asserted in the event of further administrative proceedings
15 litigation not associated with, or related to, this Decree. Nor is the execution or the performance
16 of the Decree an agreement by Westco to take any action at Westco or the YRRA Site other than
17 that described in this Decree.

18 **XVII. EFFECTIVE DATE**

19 The effective date of this Consent Decree shall be the date upon which this Consent
20 Decree is entered by the Court.

21 **XVIII. DURATION OF DECREE AND RETENTION OF JURISDICTION**

22 This Decree shall remain in effect and this Court shall retain jurisdiction over both the
23 subject matter of this Consent Decree and the parties for the duration of the performance of the
24 terms and provisions of this Consent Decree for the purpose of enabling any of the parties to
25 apply to the Court at any time for such further order, direction, and relief as may be necessary or
26 appropriate to ensure that obligations of the parties have been satisfied. The Decree shall be

CONSENT DECREE

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FAX (360) 438-7743

1 deemed satisfied by Westco when the work described in Section VI is completed, subject to the
2 continuing legal effects of the Decree and the Model Toxics Control Act.

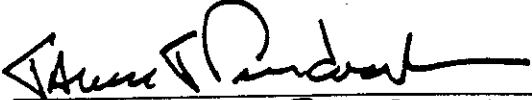
3 **XIX. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT**


4 This Decree has been the subject of public notice and comment under RCW
5 70.105.040(4)(a). If the Court withholds or withdraws its consent, this Decree shall be null and
6 void at the option of any party. In such event, no party shall be bound by the requirements of
7 this Decree.

8 The undersigned parties enter into this Consent Decree on the dates specified below:


9
10 **STATE OF WASHINGTON**
DEPARTMENT OF ECOLOGY

WESTCO, INC.

11 By: 
12 Name: JAMES J. PENDOWSKI
13 Title: PROGRAM MANAGER

By: 
William Winkle
Corporate President

14 **ATTORNEY GENERAL OF WASHINGTON**
15 Christine O. Gregoire

16 By: 
17 Mark C. Jobson, WSBA No. 22171
18 Assistant Attorney General

19 Date: April 7, 1999

20
21 westco/consent decree

ENTERED this 7th day of May 1999.

JAMES P. HUTTON
JUDGE

JUDGE/COMMISSIONER

22
23
24
25
26
CONSENT DECREE

This document is part of the official
Administrative Record for the
Yakima Railroad Area
Washington State
Department of Ecology

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
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Olympia, WA 98504-0117
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