

FSN 2062

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DEPARTMENT OF ECOLOGY
NORTHWEST REGION

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THURSTON COUNTY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY,

v.

ED LASECKI, STEVEN D. ENGSTROM,
ZANDT BRASS FOUNDRY, INC., and
CASCADE FOUNDRY, INC.

No.

CONSENT DECREE

3400 Harbor Ave NW
Seattle WA.
98126

7014 S. Laurel
Seattle WA.
98178

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I. INTRODUCTION

A. In entering into this Decree (Decree), the mutual objective of the Washington State Department of Ecology and Mr. Ed Lasecki, a former owner and operator of the Site, and Mr. Steven D. Engstrom, the current operator of the Site, Zandt Brass Foundry, Inc. and Cascade Foundry, Inc. (hereinafter referred to as Defendants) is to investigate the release or threat of a release of hazardous substances from the Site, as believed by Plaintiff to exist and hereafter defined.

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 parties wish to resolve the issues raised by Ecology's complaint and 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, Defendants 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 matters alleged in the complaint.

E. The Defendants deny any legal or equitable liability under any statute, regulation, ordinance or common law for damages caused by generation, handling, storage, treatment, transportation or disposal of hazardous substances at the Site.

F. This Consent Decree shall not be admissible in any judicial or administrative proceedings, other than a proceeding by Ecology to enforce this Decree, as proof of liability or admission of any fact dealt with herein. Defendants expressly reserve the right to controvert any of the factual or legal statements made herein, except that the Defendants agree that this Decree is enforceable against them.

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

II. JURISDICTION

A. This Court has jurisdiction over the subject matter and personal jurisdiction over the parties pursuant to chapter 90.48 RCW, chapter 70.105 RCW, and the Model Toxics Control Act (Initiative 97).

B. Ecology has reason to believe that there has been a release or the threat of a release of a hazardous substance at the Site and has the authority pursuant to Section 4 of Initiative 97 to file this agreement with the appropriate superior court as a proposed consent decree after an appropriate public comment period.

C. On the basis of the testing and analysis described in the Statement of Facts, Section IV, and Ecology files and records, Ecology has determined that there is a release of hazardous substances, and the release may cause or is causing contamination of surface and ground waters.

D. Defendants are potentially liable parties for the Site pursuant to Section 4 of Initiative 97 and have been given notice of Ecology's determination that there is a release of hazardous substances at the Site.

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

F. Defendants reserve the right to controvert ch. 90.48 RCW and ch. 70.105 RCW jurisdiction over this Site, but not Ecology's authority to enforce this Decree.

III. PARTIES BOUND

This Decree shall apply to and be binding upon Messrs. Edwin Lasecki and Steven D. Engstrom, Zandt Brass Foundry, Inc., Cascade Foundry, Inc. and Ecology and their successors and assigns. The undersigned representative of each party hereby certifies that he is fully authorized to enter into this Decree and to execute and legally bind such party to comply with the Decree. The parties agree to undertake all actions required by the terms and conditions of this Decree and the Defendants agree not to contest state jurisdiction regarding this Decree. No change in ownership or corporate status shall alter the responsibility of the Defendants under this Decree. Defendants shall provide a copy of this Decree to each of its agents retained to perform work required by this Decree.

IV. DEFINITIONS

A. Site refers to the property and business located at 3400 Harbor Avenue Southwest, Seattle, Washington, known previously as Zandt Brass Foundry.

B. Remedial Action (or Remedial Program) refers to the work required by Section VI of this Decree.

C. Model Toxic Control Act refers to Initiative 97 which, was passed by the voters in November of 1988.

D. Days refers to calendar days unless specified otherwise.

E. Parties refers to the Department of Ecology, Zandt Brass Foundry, Cascade Foundry, Edwin Lasecki, and Steven D. Engstrom.

V. STATEMENT OF FACTS

Ecology makes the following findings of fact:

A. Site Location and Status

The project area in this matter (the "Site") is located at 3400 Harbor Avenue, S.W., Seattle, Washington, and is situated near Longfellow Creek. The Site consists of the area within the fenced boundary, including the non-ferrous foundry for sand casting. The manufacturing area of the Site consists of a non-ferrous foundry for sand casting aluminum, brass and other non-ferrous metals.

B. Facility History and Operations

Zandt Brass Foundry began operation of a non-ferrous foundry in 1950. Mr. Ed Lasecki purchased the facility approximately twenty years ago. In July 1985, Mr. Lasecki sold Zandt Brass Foundry, Inc. to Mr. Steve D. Engstrom, who is the president of

the current Zandt Brass Foundry, Inc. Mr. Engstrom has changed the name to Cascade Foundry, Inc.

C. Previous Site Investigations

1. Hart Crowser conducted an environmental consultant hydrogeological investigations at the adjacent Seattle Steel Site. The investigation included soil sampling, well installation, ground water sampling, and soil and ground water analyses. Results of this preliminary investigation indicate that up-gradient activities may have released contaminants to the ground water.

2. On May 3, 1987, responding to the complaint by Seattle Steel, Ms. Lee Dorigan, from the Department of Ecology, conducted an inspection of the Site. At that time, she observed large amounts of sand-like material in piles at the Site. Ms. Dorigan took two samples of the sand-like material. Analysis of these samples revealed that the sand-like material contains heavy metals and cyanide. As a result of this visit to the Site and the sample analysis, Notice of Violation No. DE 87-N259 was issued to Zandt Brass Foundry. Zandt failed to adequately respond to the Notice of Violation.

3. By letter dated April 11, 1988, but received April 26, 1988, Ecology informed Messrs. Lasecki and Engstrom that they were "potentially liable persons with regard to this Site" and requested a good-faith offer pursuant to then existing WAC 173-340-040(4)(b). Defendants expressly disagree with Finding of Fact C.1, C.2 and C.3.

VI. WORK TO BE PERFORMED

A. Scope of Work. This Decree contains a program designed to protect public health and welfare and the environment. The program will cover a remedial investigation as set forth in the scope of work included herein as Exhibit A. Work to be performed pursuant to this Decree is consistent with Model Toxics Control Act (Initiative 97) and the requirements of all applicable state and federal laws and regulations, including the National Contingency Plan, 40 CFR Part 300.

B. Work Plan.

1. The Defendants shall submit to Ecology a work plan, consisting of an elaboration on the scope of work, personnel requirements, and schedules for the Remedial Investigation (RI).

The work plan shall be submitted sixty (60) days after the effective date of this Decree.

2. Within 60 days after receipt of the work plan Ecology shall notify the Defendants, in writing, of Ecology's approval or disapproval of the work plan. In the event of any disapproval, Ecology shall specify, in writing, both the deficiencies and any Ecology recommended modifications regarding the work plan.

3. In the event Ecology requests modifications to the work plan, Defendants shall amend and submit to Ecology within thirty (30) days a revised work plan, or detailed response to Ecology's comments. Any disagreement shall be resolved pursuant to Section XIV, of this Decree, Resolution of Disputes.

4. Within thirty (30) days of Ecology's approval of the work plan, the Defendants shall commence work and thereafter complete all tasks by the dates indicated in the Work Plan. The approved Work Plan shall be attached to and incorporated into this Decree. The Work Plan is an integral and enforceable part of this Decree.

C. Remedial Investigation Report. After completion of the work set forth in the work plan submitted and completed pursuant to VI.B. above, Defendants shall submit a draft Remedial Investigation (RI) Report to Ecology. The RI shall include all raw data, chain of custody records, quality assurance and quality control that have not been previously submitted to Ecology. The draft RI shall be submitted sixty (60) days after the completion of the work set forth in the work plan.

D. Scope of Interim Remedial Actions. In the event that Ecology, during the term of this Decree, determines that there is a sufficient threat to public health or welfare or the environment, Ecology may require the Defendants to conduct an appropriate interim remedial action to abate, minimize, stabilize, mitigate, or eliminate the release or threat of release of hazardous substances or pollutants or contaminants. All such interim remedial actions shall be conducted in accordance with the Model Toxic Control Act as amended, and all federal and state laws and regulations.

Upon receipt of notification from Ecology that an interim remedial action is required, the Defendants shall plan, propose, initiate, complete, and report upon the required interim remedial

action for the Site. Such plans, proposals, and reports shall be subject to approval of Ecology. If the Defendants fail to undertake the required interim remedial action in a proper and prompt manner, Ecology reserves the right to perform the required interim remedial action and to recover all costs incurred in doing so from the Defendants.

VII. DESIGNATED PROJECT COORDINATORS

On or before the effective date of this Decree, Ecology and Defendants shall each designate a project coordinator. Each project coordinator shall be responsible for overseeing the implementation of this Decree. To the maximum extent possible, communications between Ecology and the Defendants and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Decree, shall be directed through the project coordinators.

Any party may change its respective project coordinator. To the extent possible, written notification shall be given to the other party, in writing, at least ten (10) calendar days prior to the change.

The project coordinator for Ecology is: Dan Cargill, Northwest Regional Office, 4350 150 Avenue Northeast, Redmond, WA 99052.

The project coordinator for the Defendants is: Patrick H. Wicks, 19125 North Creek Parkway, Suite 111, Bothell, WA 98011-8002.

VIII. PERFORMANCE

Defendants shall be jointly and severally responsible for the performance and completion of the remedial investigation required by this Decree.

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

IX. ACCESS

Ecology or any Ecology authorized representative shall have the authority to enter and freely move about the Site at all reasonable times for the purposes of, inter alia: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Decree; reviewing the progress in carrying out the terms of this Decree; conducting such tests or collecting samples as Ecology or the project coordinator may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Decree; and verifying the data submitted to Ecology by the Defendants. Ecology shall split any samples taken during an inspection unless the Defendants fail to make available a representative for the purpose of splitting samples. All parties with access to the Site

pursuant to this paragraph shall comply with approved health and safety plans.

Off-site access locations necessary for remedial activities must be identified in the draft and final work plan(s). Fully executed access agreements between off-site property owners and Defendants, to allow necessary off-site remedial activities, shall be appended to the final work plan(s).

X. SAMPLING, DATA REPORTING AND AVAILABILITY

With respect to the implementation of this Decree, Defendants shall make the results of all sampling, laboratory reports, and/or test results, including raw data, generated by it, or on its behalf available to Ecology. Ecology shall make available to Defendants the results of all sampling, tests or other data available to Ecology.

At the request of Ecology, Defendants shall allow split or duplicate samples to be taken by Ecology and/or its authorized representatives of any samples collected by Defendants pursuant to the implementation of this Decree. Defendants shall notify Ecology three (3) working days in advance of any sample collection activity.

Without limitation on Ecology's right to access the Site without prior notice, Ecology shall endeavor to give three (3) working days prior notice before taking samples at the Site.

XI. EXCEPTION REPORTS

Defendants shall submit to Ecology a written exception report if any of the actions required to implement the requirements of this Decree are slowed down or otherwise interrupted. Any

exception report shall be submitted as soon as Defendants have notice of the schedule change, and shall include a detailed statement of the manner and extent to which the requirements and time schedules set out in the Decree subject to change. Any proposed change in the schedule must be approved by Ecology as set forth in Section XV. Unless otherwise specified, exception reports and any other documents submitted pursuant to this Decree shall be sent by certified mail, return-receipt requested, to Ecology's project coordinator.

XII. RETENTION OF RECORDS

Defendants shall preserve, during the pendency of this Decree and for five (5) years from the date of issuance of the Certificate of Completion (Section XXIX) all records, reports, documents, and underlying data in its possession relevant to the implementation of this Decree and shall insert in contracts with project contractors a similar record retention requirements. Upon request of Ecology, Defendants shall make all such records available to Ecology and allow access for review. All archived records shall be made available to Ecology within a reasonable period of time.

XIII. RESOLUTION OF DISPUTES

If Defendants object to any Ecology disapproval, proposed modification, or decision made pursuant to this Decree, it shall notify Ecology in writing of its objections within fourteen (14) calendar days of receipt of such notice. Thereafter, the parties shall confer in an effort to resolve the dispute. If agreement cannot be reached on the dispute within fourteen (14) calendar

days after receipt by Ecology of such objections, the dispute shall be elevated to the Regional Program Director, Northwest Regional Office, for final resolution of the dispute. The Regional Program Director shall meet and confer with the Defendants upon request regarding disputes.

If Ecology's final written decision is unacceptable to Defendants, Defendants have the right to submit the dispute to the Court for resolution. The parties agree that one judge should retain jurisdiction over this case and shall, as necessary, resolve any dispute arising under this Decree. The parties reserve the right to argue the proper standard for reviewing Ecology's final resolution of disputes. Ecology and Defendants agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used. Where either party utilizes the dispute resolution in bad faith or for purposes of delay, the other party may seek sanctions.

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

XIV. AMENDMENT OF CONSENT DECREE

This Decree may only be amended by a written agreement among all the parties to this Decree that is entered by 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.

Defendants 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. 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 XIV of this Decree.

No guidance, suggestions, or comments by Ecology will be construed as relieving Defendants of their obligation to obtain formal approval as may be required by this Decree. No verbal communication by Ecology shall relieve Defendants of the obligation specified herein.

Ecology shall notify Defendants in writing of any Ecology proposed amendment and the basis for such proposal. Defendants shall thereafter comply with such modifications, or if it does not agree with those modifications, the disagreement shall be addressed through the dispute resolution procedures described in Section XIII of this Decree.

XV. EXTENSION OF SCHEDULE

A. An extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify the reason(s) the extension is needed. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. A requested extension shall not be effective until approved by Ecology. Ecology shall act upon any written request

for extension in a timely fashion. It shall not be necessary to formally amend this Decree pursuant to Section XIV when a schedule extension is granted.

B. In the event Ecology fails to take any action(s) required by this Decree within the time frame required by this Decree and such failure to act affects the work schedule, an extension shall be granted equivalent to the delay caused by Ecology.

C. The burden shall be on Defendants to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause includes, but is not limited to, the following:

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

2. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, wave or water conditions, or other unavoidable casualty; or

3. Endangerment as described in Section XVIII.

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

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

1. Delays in the issuance of a necessary permit which was timely applied for or, if necessary, to comply with permit conditions; or
2. Judicial review of the issuance, non-issuance, or reissuance of a necessary permit; or
3. Other circumstances deemed exceptional or extraordinary by Ecology; or
4. Endangerment as described in Section XVIII; or
5. The need to protect the environment or public interest.

Ecology shall give Defendants written notice in a timely fashion of any extensions granted pursuant to the Decree.

XVI. STIPULATED PENALTIES

A. For delays by Defendants in submitting a report or document or otherwise failing to achieve on time the requirements of this Decree, Ecology may require that Defendant pay into the Model Toxics Control Act Account the sum set forth below as stipulated penalties. Defendants stipulate that it shall be obligated to pay such sums as set forth below, if required by Ecology.

B. Stipulated penalties shall accrue for the following reasons and in the following amounts:

1. Failure to submit a draft remedial work plan per agreed-upon schedule: up to \$2,500 per day during the first thirty (30) days; and up to \$5,000 per day thereafter.

2. Failure to submit a final remedial work plan per agreed-upon schedule: up to \$2,500 per day during the first thirty (30) days), and up to \$5,000 per day thereafter.

3. Failure to implement any Ecology approved work plans per agreed-upon schedules: up to \$2,500 per day for the first thirty (30) days, and up to \$5,000 per day thereafter;

4. Failure to submit required data or progress reports: up to \$250 per day.

C. Defendants shall not be liable for payment under this section if it has submitted a timely request to Ecology for an extension of schedules under Section XVI of this Decree and such request has been granted.

D. Upon determination by Ecology that Defendants have failed to make a submittal referenced herein or has otherwise failed to comply with this Decree, Ecology shall immediately give written notice to Defendants of the failure, specifying the provision of the Decree which has not been complied with and specifying the amount of the civil penalty due pursuant to Paragraph B, above. Defendants shall pay the civil penalty within thirty (30) days of receipt of notification from Ecology.

E. Any disagreement over the factual basis for issuance of a penalty under this section shall first be addressed through the dispute resolution clause. In the event Defendants disagree with

the result of the dispute resolution process, Defendants may seek relief from the Court.

F. Nothing herein shall be construed to prevent the Court from imposing such sanctions as it deems appropriate for violations of this Decree or any further order of the Court.

XVII. ENDANGERMENT

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

In the event Defendants determine that activities undertaken in furtherance of this Decree or any other circumstances or activities are creating an imminent and substantial endangerment to the people on the site or in the surrounding area or to the environment, Defendants may stop implementation of this Decree for

such periods of time necessary for Ecology to evaluate the situation and determine whether Defendants should proceed with implementation of the Decree or whether the work stoppage should be continued until the danger is abated. Defendants shall notify either Ecology field personnel on-site or the project coordinator as soon as is possible, but no later than twenty-four (24) hours after such stoppage of work, and provide Ecology with documentation of its analysis in reaching this determination. If Ecology disagrees with Defendants, determination, it may order Defendants to resume implementation of this Decree. If Ecology concurs in the work stoppage, Defendants, obligations shall be suspended and the time period for performance of that work, as well as the time period for any other work dependent upon the work which was stopped, shall be extended, pursuant to Section XV of this Decree, for such period of time as Ecology determines is reasonable under the circumstances. Any disagreements pursuant to this clause shall be resolved through the dispute resolution procedures in Section XIV.

XVIII. OTHER ACTIONS

Ecology reserves its rights to institute remedial action(s) at the Site and subsequently pursue cost recovery, and Ecology reserves its rights to issue orders and/or penalties pursuant to available statutory authority under the following circumstances

1. Where Defendants fail after notice to adhere to any substantial requirement of this Decree; or

2. Notwithstanding compliance with the terms of this Decree, in the event or upon the discovery of a release or threatened release not addressed by this Decree;

3. Upon Ecology's determination that action beyond the terms of this Decree is necessary to abate an imminent and substantial endangerment to the public health or welfare or the environment; or

4. Upon the occurrence or discovery of a situation beyond the scope of this Decree as to which Ecology would be empowered to perform any remedial action or to issue an order and/or penalty. This Decree is limited in scope to the precise geographic site described in Exhibit A and to those contaminant which Ecology knows to be at the Site when this Decree is entered.

XIX. INDEMNIFICATION

Defendants agree to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property arising from or on account of acts or omissions of Defendants, its officers, employees, agents, or contractors in entering into and implementing this Decree; provided, however, that Defendants shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action brought by third parties arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in implementing the activities pursuant to this Decree. Further, Defendants shall indemnify the State of Washington against claims

or causes of action arising out of or based on the failure of or defect in the remedial program described in Section V of this Decree.

XX. COMPLIANCE WITH APPLICABLE LAWS

All actions carried out by Defendants pursuant to this Decree shall be done in accordance with all applicable federal, state, and local requirements.

XXI. OVERSIGHT COSTS

Defendants shall reimburse Ecology for its oversight costs in implementing this Decree. Such oversight costs shall be in the amount of Ecology's annual total cost in overseeing the remedial program required by this Decree, not to exceed a total of \$1,500. Ecology shall submit an annual accounting of oversight costs and Defendants shall pay or request modification within thirty (30) days. In addition, Ecology reserves the right to seek recovery of additional response costs, including costs associated with the public notice process, as allowed under applicable law.

XXII. CLAIMS AGAINST THE STATE

Defendants hereby agree that they will not seek to recover any costs accrued in implementing the remedial program required by this Decree against the State of Washington or any of its agencies pursuant to any state or federal statute or other law or equity.

XXIII. COMMUNITY RELATIONS

Ecology shall be the lead for community relations at the site. The Defendants shall help coordinate and implement community relations for the Site. Ecology shall allow the Defendants to review fact sheets, press releases and public

notices and accommodate where possible the Defendants' concerns prior to release of such information.

The Defendants shall assist in:

1. Distributing the fact sheets referred to above;
2. Coordinating public meetings related to the remedial investigation program; and
3. Supplying appropriate documents and other information for the community relations program and information repositories.

In the event of the disagreement over the contents of any document prepared for purposes of community relations, Ecology shall make the final decision about its content.

XXIV. CERTIFICATION OF COMPLETION

The Defendants shall request Ecology to make a final determination that the work set forth in this Consent Decree has been completed. Ecology shall notify Defendants within ten (10) days of the request if the work has been satisfactorily completed or shall specify any additional work it believes to be needed. This provision may be appealed to the Dispute Resolution provision of this Decree.

XXV. SATISFACTION OF THIS DECREE

The provisions of this Decree shall be deemed satisfied upon Defendants' receipt of written certification from Ecology pursuant to Section XXIV that the program outlined in this Decree has been completed.

XXVI. RESERVATION OF RIGHTS

By agreeing to the entry of this Decree, Defendants agree to abide by its terms. The execution and performance of this Decree

is not an admission by Zandt Brass Foundry, Mr. Edwin Lasecki, Cascade Foundry, Inc., or Mr. Steven D. Engstrom of any fact, conclusion of law, or liability relating to any issue dealt with in this Decree. Performance by the Defendants is undertaken without waiver of or prejudice to any claims or defenses whatsoever that may be asserted in the event of litigation about or relating to the site with the exception of an action to enforce this Decree. Nor is the execution or the performance of the Decree an agreement by the Defendants to take any action at the site other than those called for in Section VI. Further, by agreeing to sign this Consent Decree, both parties expressly reserve any rights, claims, and defenses between and amongst the Defendants.

XXVII. EFFECTIVE DATE

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

XXVIII. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT

This Decree will be subject to public notice and comment under the Model Toxics Control Act, § 4(4)(a). Ecology reserves the right to withdraw or withhold its consent to the proposed final Decree if the comments received by Ecology disclose facts or considerations which indicate that the proposed Decree is inappropriate, improper, or inadequate.

If the Court withholds or withdraws its consent, this Decree shall be null and void at the option of any party and the accompanying Complaint shall be dismissed without costs and

without prejudice. In such an event, no party shall be bound by the requirements of this Decree.

It is so Agreed this _____ day of _____, 1989.

Michael J. Gallagher for
By Carol Flakes
State of Washington
Department of Ecology

August 3, 1989
Date

Edwin D. Lasecki
By Edwin Lasecki
Zandt Brass Foundry

JUNE 21, 1989
Date

Steve Engstrom for
By Steve Engstrom
Cascade Foundry, Inc.

May 10, 1989
Date

EXHIBIT A

**SCOPE OF WORK
ZANDT BRASS FOUNDRY, INC.
CASCADE FOUNDRY, INC.**

1. Review site history and historical aerial photos for activities that would contribute hazardous materials or disposal.
2. Inspect site and interview operators to ascertain contaminants use in current and historical operation.
3. Install three to six borings or back hoe test pits for purpose of collecting fill and soil samples and identifying nature of fill material; depth of borings or back hoe test pits to be fills/soils of 1940's vintage; borings or back hoe test pits to be logged.
4. Test soil/fills for selected hazardous waste constituents/ characteristics and priority pollutants.
5. Sample and test ground water from two adjacent monitoring wells on Seattle Steel property, if access is provided.
6. Project Management: prepare work plan for WDOE review; confer with WDOE onsite as needed for boring/test pit locations; QA/QC; prepare report on findings.