The Honorable Robert H. Whaley

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

ATLANTIC RICHFIELD COMPANY; CHEVRON USA, INC.; EXXON CORPORATION; FOUR CORNERS PIPELINE COMPANY; GENERAL ELECTRIC COMPANY; MINNESOTA MINING AND MANUFACTURING COMPANY; IMATION CORP.; SHELL OIL COMPANY, AND ON BEHALF OF WESTERN FARM SERVICE, INC.,

Settlors.

No. CY-99-3015-RHW

CONSENT DECREE

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

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

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

I. INTRODUCTION

A. This Consent Decree ("Decree") is entered into by and between the Washington State Department of Ecology ("Ecology"); the Atlantic Richfield Company; Chevron USA, Inc; Exxon Corporation; Four Corners Pipeline Company; General Electric Company; Minnesota Mining and Manufacturing Company and Imation Corp.; and Shell Oil Company, including Western Farm Service, Inc., and all subsidiaries and affiliates of the foregoing companies (collectively referred to hereinafter as "Settlors"). It is the mutual objective of the parties to this Decree to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. The facility, known as Cameron-Yakima, Inc. ("CYI" or "Facility"), is located in Yakima, Washington. CYI is one of several facilities impacting a larger area known as the "Yakima Railroad Area" ("YRRA") and referred to herein as the "Site". A site diagram is attached hereto as Exhibit A. This Decree requires the Settlors to perform work specified in Section VI and to make a financial contribution toward remedial action at the Site in an amount and for the purposes specified in Section IX of this Decree. Ecology has determined that 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 Settlors neither admit nor deny 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, Settlors 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 non-settling parties from any liability they may have with respect to matters alleged in the Complaint. The

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

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 Decree.

E. This Decree shall not be construed as proof or evidence of liability or responsibility for any releases of hazardous substances or costs for remedial action, nor an admission of any facts, and Settlors expressly deny such liability. However, the Settlors shall not challenge the jurisdiction of Ecology in any proceeding to enforce this Decree.

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

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

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

D. Ecology has given notice to Settlors, as set forth in RCW 70.105D.020(16), of Ecology's determination that the Settlors are potentially liable persons for the facility and that there has been a release or threatened release of hazardous substances at the facility.

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
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FAX (360) 438-7743

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

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

III. PARTIES BOUND

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

IV. DEFINITIONS

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

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

B. Parties: Refers to the Washington State Department of Ecology; the Atlantic Richfield Company; Chevron USA, Inc.; Exxon Corporation; Four Corners Pipeline Company; General Electric Company; Minnesota Mining and Manufacturing Company; Imation Corp.; and Shell Oil Company, including Western Farm Service, Inc.; and all subsidiaries and affiliates of the foregoing companies.

ATTORNEY GENERAL OF WASHINGTON
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C. Settlors: Refers to Atlantic Richfield Company; Chevron USA, Inc.; Exxon Corporation; Four Corners Pipeline Company; General Electric Company; Minnesota Mining and Manufacturing Company; Imation Corp.; and Shell Oil Company, including Western Farm Service, Inc.; and all subsidiaries and affiliates of the foregoing companies.

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

E. Covered Substances: Refers to all hazardous substances listed in Exhibit E, which were included in any waste shipments generated by or originating from Settlors and sent to Cameron-Yakima, Inc.

F. Remedial Action: Refers to all activities defined to be a "response" under CERCLA or a "remedy" or "remedial action" under MTCA.

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

H. Facility: Refers to CYI at 1414 S. 1st St, Yakima, Washington.

V. STATEMENT OF FACTS

Ecology makes the following findings of fact without any express or implied admissions by Settlors.

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

B. The Site contains at least 19 identified Source Areas which have, through their historic operations, contributed to the presence of PCE at the Site. One of the facilities is a

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
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carbon reprocessing business known as Cameron-Yakima, Inc., located at 1414 S. First Street, Yakima, Washington. More than 100 PLPs, including the Settlors who are parties to this Decree, shipped carbon containing one or more of Covered Substances to Cameron-Yakima, Inc. The estimated amount of the total carbon sent to the CYI Facility is in excess of 18 million pounds. The estimated amount of carbon containing hazardous substances shipped by the Settlors to the CYI facility is approximately 6 million pounds.

C. Settlors who shipped carbon containing hazardous substances to Cameron-Yakima, Inc. may be liable for remedial action costs under MTCA, RCW 70.105D.040(1)(c).

D. In 1996, Ecology entered into several consent decrees with other PLPs who shipped significant quantities of carbon laden with PCE to CYI. Those PLPs settled their liability to Ecology in exchange for work to be performed, a contribution to a trust fund or a combination of both. Parties who settled for a contribution paid in an amount ranging between $1.99 and $2.31 per pound of PCE-laden carbon shipped to CYI.

E. The Settlors named in this Decree sent significant quantities of carbon to CYI unlike PLPs in prior consent decrees, these Settlors did not send any significant quantities of carbon carrying PCE. Therefore, the contribution to the trust fund made by these Settlors is substantially less than that of prior Settlors when measured in terms of dollars per pound of carbon shipped.

VI. WORK TO BE PERFORMED

A. Settlors agree to perform the work specified in the Scope of Work attached as Exhibit B and incorporated herein by reference. Settlors shall not arrange for disposal of any material generated as part of the Scope of Work. After Settlors have performed the scope of work as described, they shall not have any continuing ownership, title, responsibility, or liability for waste drilling fluid, development water, soil cuttings or the maintenance or operation of the monitoring wells described in the Scope of Work. The Work shall be completed according to the schedule included in the Scope of Work.

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
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B. Under this Decree. Settlors are not required to perform any remedial action outside of that described in Exhibit B.

C. Parties agree that the work set forth in Exhibit B is consistent with the National Contingency Plan (NCP). 40 CFR Part 300, in effect on the date of this Decree and that amounts paid by Settlors to perform the scope of work are necessary costs of response.

D. The work consists of drilling up to 300 vertical feet of monitoring wells on property adjacent to CYI. This work may be done prior to or concurrent with the filing of this Decree.

VII. DESIGNATED PROJECT COORDINATORS

The project coordinator for Ecology is:

Richard Roeder
Toxic Cleanup Program
Department of Ecology
P.O. Box 47600
Yakima, WA 98902
(509) 454-7837
(509) 575-2809

The project coordinator for Settlors is:

Dave Roberson. P.E.
Exxon Corporation
Sr. Staff Engineer, Superfund Coordination
800 Bell Street
PO Box 2189
Houston, Texas 77252-2180
(713) 656-0220
(713) 656-9430

Each project coordinator shall be responsible for overseeing the implementation of this Decree. The Ecology project coordinator will be Ecology's designated representative at the site To the maximum extent possible, communications between Ecology and the Settlors 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. The project coordinators may designate, in writing, working level staf

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
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contacts for all or portions of the implementation of the remedial work required by this Decree. The project coordinators may agree to minor modifications to the work to be performed without formal amendments to this Decree. Minor modifications will be documented in writing by Ecology.

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

VIII. PERFORMANCE

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

IX. TRUST FUND

Within forty-five (45) days of the entry of this Decree, the Settlors together agree to make a financial contribution of $750,000 to the Trust Fund established in Exhibit D. The Settlors' financial contribution expressly and specifically includes, but is not limited to, the Settlors' share of the following past and future costs: (i) costs of grants provided to the cities of Yakima and Union Gap, Washington for the purposes of municipal water system installation and upgrades; and (ii) costs of work performed by Ecology or its contractors for, or on, the Site under ch. 70.105D RCW, both prior to and subsequent to the issuance of this Decree for investigations, and remedial actions.

If the amount paid by the Settlors to the Trust Fund is less than $750,000, the Settlors will have an individual obligation to identify to Ecology the specific Settlors which have failed to contribute to the Trust Fund. Ecology will be entitled to recover, through motion to this Court or

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

through independent action. the amount of the shortfall in payment to the Trust Fund from the individual Settlors identified as being responsible for the shortfall.

X. ECOLOGY COSTS FOR SETTLEMENT

Settlors agree to pay $10,000 to Department of Ecology in complete satisfaction of any claim arising from the negotiation. drafting or filing of this Decree. This payment shall satisfy all Ecology direct and support costs as defined in WAC 173-340-550(2) owed by Settlors. Payment shall be made within forty-five (45)days of the effective date of this Decree by delivery of a certified check to: Washington State Department of Ecology, Fiscal Division, P.O. Box 47600, Olympia, Washington 98504-0117.

XI. CONTRIBUTION PROTECTION

With regard to claims for contribution against any Settlor for matters addressed in this Consent Decree, or with regard to the Site, the parties hereto agree that each Settlor is entitled to such protection from any actions or claims as is provided by MTCA, RCW 70.105D.040. by CERCLA section 107 or § 113(f)(2), 42 U.S.C. § 9613(f)(2), or as otherwise provided by law. The contribution protection conferred in this section shall not be frustrated by the use of non-CERCLA or non-MTCA theories to seek relief in the nature of contribution or indemnification. For the purpose of this section, "matters addressed" shall include:

> (i) all past and future investigation and remediation measures, including without limitation, any and all related monitoring and reporting activities whether performed by Ecology or any other person, arising from a release at Cameron-Yakima, Inc. and
>
> (ii) all past and future costs incurred by Ecology or any other person, with respect to Covered Substances at, related to, or originating from Cameron-Yakima, Inc., and including without limitation any such measures performed and any such costs incurred by any person under any consent decree or enforcement order entered before or after this consent decree.

XII. COVENANT NOT TO SUE

In consideration of Settlors' compliance with the terms and conditions of this Decree, Ecology agrees that compliance with this Decree shall stand in lieu of any and all administrative, legal, and equitable remedies and enforcement actions available to the State against each Settlor,

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

including its successors, assigns and wholly-owned affiliates and subsidiaries for all Covered Substances sent to or transshipped from Cameron-Yakima, Inc., or the Cameron-Yakima, Inc. Facility, including any release or threatened release of Covered Substances from Cameron-Yakima, Inc.

This Covenant Not to Sue is strictly limited in its application to liability arising from releases of covered substances on, under, or from Cameron-Yakima, Inc. This covenant is not applicable to any other hazardous substance or area, and the state retains all of its authority relative to such substances and areas.

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

1. In the event a Settlor fails to make a payment to the Trust Fund pursuant to Section IX or payment to Ecology in accordance with Section X and such failu failures are not cured within thirty (30) days of receipt by Settlors of notice of nonpayment. This reopener shall apply only to the Settlor failing to make the payment;

2. In the event that new information becomes available regarding factors previously unknown to Ecology and Ecology determines, in light of this information, that remedial action is necessary to address a previously unknown threat to human health or the environment at the Site, and Settlors, after notice, fail to take the necessary action within a reasonable time provided by Ecology in the notice. If such new information concerns substances sent to the Site by fewer than all Settlors, Ecology shall make its determination and issue such notice with respect to such Settlor(s) only, and the reopener shall apply only to such Settlor.

a. For purposes of this Decree, "factors previously unknown to Ecology," shall mean contamination unknown or undocumented in the administrative record at the

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
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time of entry of this Decree from hazardous substances other than Covered Substances. "Factors previously unknown to Ecology" shall not include any new information related to the presence of, extent of, or impacts from Covered Substances at the facility. For purposes of this paragraph, the administrative record shall mean the documents in Ecology's possession on the date of entry of this Decree. "Previously unknown threats to human health or the environment" shall not include any threat to any beneficial uses of water (including the use of water for agricultural or drinking water purposes) from Covered Substances released from the CYI facility;

B. Applicability: The Covenant Not to Sue set forth above shall have no applicability whatsoever to:

1. Criminal liability;

2. Liability for damages to natural resources;

3. Any Ecology action against potentially liable parties not a party to this Decree.

XIII. RETENTION OF RECORDS

Settlors shall preserve, during the pending of this Decree, and for ten (10) years from the date this Decree is no longer in effect as provided in section XIX, all records, reports, documents, and underlying data in its possession relevant to the implementation of this Decree. Upon request of Ecology, Settlors shall make all non-archived records available to Ecology and allow access for review. All archived records shall be made available to Ecology within a reasonable period of time.

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
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XIV. RESOLUTION OF DISPUTES

A. In the event a dispute arises as to an approval, disapproval, proposed modification or other decision or action by Ecology's project coordinator, the parties shall utilize the dispute resolution procedure set forth below.

1. Upon receipt of the Ecology project coordinator's decision, the Settlors have fourteen (14) days within which to notify Ecology's project coordinator of their objection to the decision.

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

3. Settlors may then request Ecology management review of the decision. This request shall be submitted in writing to the Central Regional Office Toxics Cleanup Section Manager within fourteen (14)) days of receipt of Ecology's project coordinator's decision.

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

B. If Ecology's final written decision is unacceptable to Settlors, Settlors 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. In the event Settlors present an issue to the Court for review, the Court shall review the action or decision of Ecology on the basis of whether such action or decision was arbitrary and capricious and render a decision based on such standard of review.

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

C. The parties 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 process 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 (except in the case of a dispute between the Parties under Section XII of this Decree), unless Ecology agrees in writing to a schedule extension or the Court so orders.

XV. AMENDMENT OF CONSENT DECREE

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.

Settlors 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 XIV of this Decree.

XVI. INDEMNIFICATION

Settlors 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 negligent, reckless or intentional acts or omissions of Settlors, their officers, employees, agents, or contractors in entering into and implementing this Decree. However, the Settlors shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action arising

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

out of the negligent, reckless or intentional acts or omissions of the State of Washington, or the employees or agents of the State, in implementing the activities pursuant to this Decree.

Ecology agrees to indemnify and hold Settlors, their officers, employees, agents, or contractors 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 negligent, reckless or intentional acts or omissions of Ecology, its employees, agents, or contractors in entering into and implementing this Decree. However, Ecology shall not indemnify Settlors nor save nor hold its officers, employees, agents, or contractors harmless from any claims or causes of action arising out of the negligent, reckless or intentional acts or omissions of the Settlors, or the officers, agents, or contractors of the Settlors in implementing the activities pursuant to this Decree.

XVII. COMPLIANCE WITH APPLICABLE LAWS

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

B. Pursuant to RCW 70.105D.090(1), the substantive requirements of chapters 70.94, 70.95, 70.105, 75.20, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals for the Remedial Action under this Decree that are known to be applicable at the time of entry of the Decree have been included in Exhibit B, the Scope of Work and Schedule, and are binding and enforceable requirements of the Decree.

Settlors have a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Decree. In the event either Settlors or Ecology determines that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Decree, they shall promptly notify the other party of this determination. Ecology shall determine whether Ecology or Settlors shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Settlors shall promptly

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

consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make a determination on and inform Settlors in writing as to the additional substantive requirements that must be met by Settlors and on how Settlors must meet those requirements. If Settlors disagree with Ecology's determination, such disagreement shall be resolved through the dispute resolution procedures in Section XIV. If Settlors do not disagree with Ecology's determination, the additional requirements shall be enforceable requirements of this Decree upon receipt of Ecology's written determination. Settlors shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its determination.

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

C. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency which is necessary for the State to administer any federal law, the exemption shall not apply and the Settlors shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

XVIII. IMPLEMENTATION OF THE WORK

If Ecology determines that Settlors have failed without good cause to implement and complete the Work as defined in section VI of this Decree, Ecology may, after notice to Settlors, perform any or all portions of the Work that remain incomplete. Settlors may, within a reasonable time of receiving such notice from Ecology, perform the portions of the work that remain incomplete. If Ecology performs all or portions of the Work because of the Settlors' failure to comply with their obligations under this Decree, Settlors shall reimburse Ecology for the reasonable costs of doing such work, provided that Settlors are not obligated under this

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

section to reimburse Ecology for costs incurred for work inconsistent with or beyond the scope of this Decree. Any disagreements pursuant to this section shall be resolved through the dispute resolution procedures in Section XV.

XIX. DURATION OF DECREE

This Decree shall remain in effect until the Settlors 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 XI (Contribution Protection), Section XII (Covenant Not to Sue), Section XVI (Indemnification) and other such continuing rights of Settlors under this Decree.

XX. CLAIMS AGAINST THE STATE

Settlors 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 Settlors will make no claim against the State Toxics Control Account or any local toxics control account for any costs incurred in implementing this Decree. Except provided above, however, Settlors expressly reserve their right to seek to recover any costs incurred in implementing this Decree from any other potentially liable person.

XXI. EFFECTIVE DATE

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

XXII. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT

This Decree has been the subject of public notice and comment under RCW 70.105D.040(4)(a). As a result of this process, Ecology has found that this Decree will lead to a more expeditious cleanup of Covered Substances at the Site. If the Court withholds or withdraws its consent to this Decree, it 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.

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

XXIII. ENTIRE AGREEMENT

This Decree and Exhibits A through E, which are expressly incorporated by reference, constitute and supersede any prior negotiations or agreements relating to the subject matter of this Decree, whether oral or written.

CHRISTINE O. GREGOIRE
Attorney General

MARK C. JOBSON, WSBA #22171
Assistant Attorney General
Attorneys for Washington State
Department of Ecology

Date: 4/13/99

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

JAMES PENDOWSKI
Ecology Toxics Cleanup Program
Central Regional Office

Date: 4/12/99

DATED this 19 day of May 1998.

JUDGE
United States District Court Judge
Eastern District of Washington

CAMERON/NEW PLP'S/CONSENT DECREE REVISED 3.5 99

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

Approved as to form and content:
Notice of Presentation waived.

GENERAL ELECTRIC COMPANY

Signature

DOUGLAS JOHNS
Counsel for General Electric Company

Print Name: Douglas A. Johns
Title: Senior Counsel - EHS Programs
Date: January 25, 1999

Date: _____

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

Approved as to form and content;
Notice of Presentation waived.

SONNENSCHEIN NATH & ROSENTHAL

MATTHEW LINTNER
Counsel for 3M

Date: 12/3/98

MINNESOTA MINING AND MANUFACTURING COMPANY

Signature

Print Name: Robert A. Paschke
Title: Manager, Corp. Env. Programs
Date: 11/25/98

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

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Notice of Presentation waived.

IMATION CORP.

Counsel for Imation Corp.

Date: 12/1/98

IMATION CORP.

Signature

Print Name: JOHN L. SULLIVAN
Title: V.P. & General Counsel
Date: 12/1/98

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

Approved as to form and content:
Notice of Presentation waived.

MCB

ELIZABETH DORRIS
Counsel for ARCO

Date: _____

ATLANTIC RICHFIELD COMPANY

Signature

Print Name: Mark C. Dangler
Title: Environmental Manager
Date: 12/17/98

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

Approved as to form and content:
Notice of Presentation waived.

THOMAS KEARNS
Counsel for Shell Oil Company

Date: 11-11-98

SHELL OIL COMPANY

Signature

Print Name: Frank R. Fossati
Title: Remediation Manager
Date: 11-9-98

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

Approved as to form and content;
Notice of Presentation waived.

Counsel for Exxon Corporation

Date: 11/12/98

EXXON CORPORATION

Signature

Print Name: G T Theriot
Title: Manager, Environmental and Safety
Date: 11/13/98

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

Approved as to form and content;
Notice of Presentation waived.

CHEVRON USA. INC.

BRIAN ROBERTS
Counsel for Chevron

Signature

Print Name: Cathy S. Robie
Title: Superfund Team Leader
Date: December 1, 1998

Date:

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

CAMERON-YAKIMA, INC.

INDEX TO CONSENT DECREE EXHIBIT PACKAGE FOR 1998 PLP GROUP

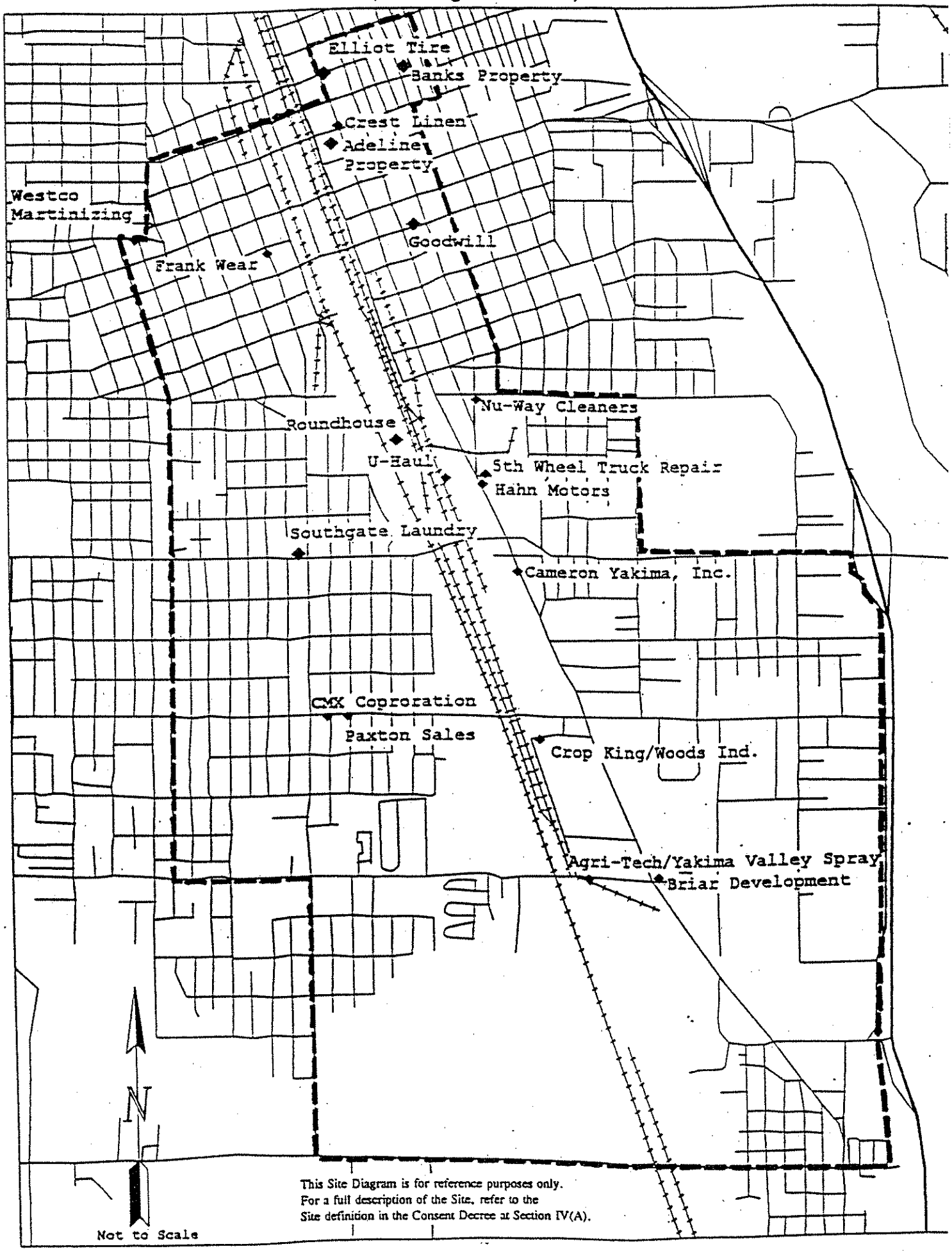
EXHIBIT A

YRRA & CYI SITE DIAGRAMS

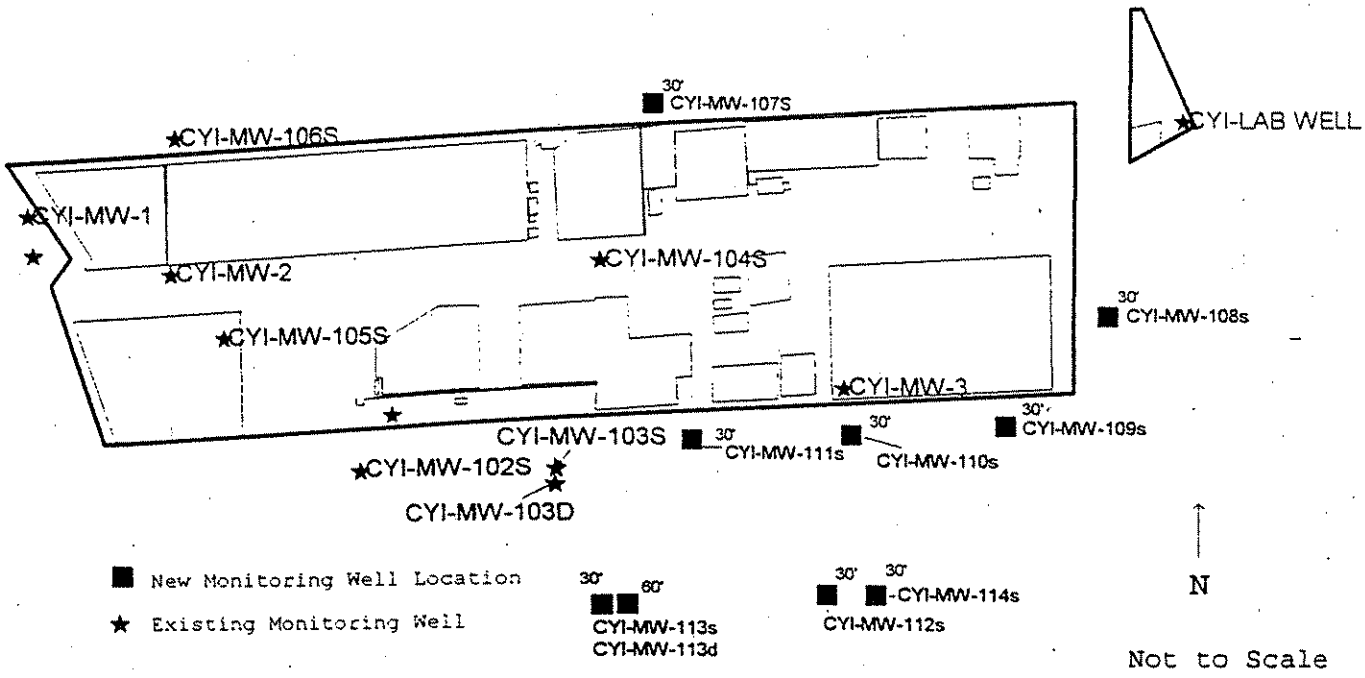
EXHIBIT A

YAKIMA RAILROAD AREA SITE DIAGRAM

(Including Subfacilities)



Cameron Yakima, Inc
Monitoring Well Location Map
July 7, 1998



Exact locations to be identified in field

EXHIBIT B

SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK

CYI Monitoring Well Workplan
July 14, 1998

Site Location:

Cameron-Yakima, Inc. (CYI), Yakima, Washington. However, these nine (9) proposed new groundwater monitoring wells will be installed off-site; one (1) to the north of CYI (upgradient), one (1) to the east of CYI (cross-gradient), and seven (7) south of CYI (downgradient).

Refer to attached Figure 1 for approximate well locations and depths. Exact locations will be spotted in the field by the Ecology Site Manager.

Introduction:

The components of this project consist of mobilization, demobilization, site preparation, installation of groundwater monitoring wells, development of all wells, and the containerization and transport of cuttings, decontamination, and disposal water, onto the CYI facility for storage. Disposal of cuttings, decontamination and disposal water will be Ecology's responsibility.

The objective of this work is to construct monitoring wells to assist in characterization of the Cameron-Yakima, Inc. site.

Two-inch-diameter monitoring wells will be installed in the locations identified on Figure 1. Total footage of all wells will not exceed 330 feet. All wells will be constructed in accordance with Chapter 173-160 WAC, Part 3-Resource Protection Wells. Higher standards or procedures as called out in these specifications shall prevail.

Ecology will be responsible for obtaining site access and identifying monitoring well locations. Driller and the on-site geologist will coordinate the work, access, and well locations with Rick Roeder, Washington Department of Ecology, (509) 454-7837.

The contractor/PLP group shall be responsible for location of utilities and underground facilities.

The contractor/PLP group shall be responsible for the submittal of well construction notifications (start cards), fees, and well construction records to the Ecology Central Regional Office -Water Resources Section.

Wells shall be sufficiently plumb, straight, and free from restrictions to allow a bailer or pump 1-3/4 inches diameter and 24 inches long to pass throughout the full length of the well. Contractor/PLP shall prove that the alignment and clearance are adequate prior to acceptance by

the Ecology site manager. This shall be demonstrated by lowering a 24" long by 1 ¾" round bailer to the bottom of each newly installed well in the presence of Rick Roeder or his designee.

During the course of drilling the Contractor/PLP shall be responsible for the care and maintenance of the well and shall maintain the site in such a manner that no undesirable materials are spilled, dripped, or introduced into the well by any means whatsoever. Drilling equipment shall be cleaned with a hot-water pressure washer prior to each boring. The Contractor/PLP shall provide new or clean used 55-gallon drums for the storage of the cuttings, decontamination water, and development water in designated areas at the direction of the Ecology Site Manger. Ecology shall be responsible for the final disposal of cuttings, decontamination, and development water.

Geologic Samples:

The Contractor/PLP will be required to have an on-site geologist that will inspect soil cutting from the auger and prepare a drilling lithologic log and prepare monitoring well construction detail drawing for each well.

Geologic samples for physical inspection, classification, and chemical analyses may be collected during drilling by Ecology. Samples will be collected from boring return cuttings and/or grab samples from auger flights. Other sampling devices, such as split-spoon samplers, will not be used for the collection of geologic samples. If soil samples are collected and preserved by Ecology, Ecology personnel will be responsible for Chain of Custody preparation and any physical or chemical analytical costs at Ecology's designated testing laboratory.

Construction Specifications for Wells:

- 2-inch ID diameter
- Flush-threaded, Schedule 40 PVC screen, 0.20" factory slotted
- Twenty-foot screen sections will be installed in the shallow (water table) wells that will be 30' deep with screens from 10 to 30 feet below grade. Ten-foot screen sections will be installed in the deep wells that will be 60' deep with screen sections from 50 to 60 feet below grade.
- Bore hole diameter of an adequate size to allow for 2" to 3" of filter pack around all sides of the PVC casing. (approximately 8 ½" or 9" diameter)
- Sand pack consisting of 20-10 silica sand or equivalent, installed continuously over the screened interval to at least three feet above the top of the screen.
- Bentonite Seal (2 feet thick minimum) from the top of the sand pack to within three feet of the ground surface.
- Neat cement from two feet below ground to the surface.
- PVC Casing shall be flush with the ground surface.
- PVC Casing shall be cut square and smooth.

- A traffic-rated flush-grade surface protective covering and lock will be installed to prevent outside tampering.

Decontamination:

All drilling tools, equipment, casing, and screens shall be steam cleaned or factory sealed before arriving on site. Drilling tools and equipment will be thoroughly cleaned with a hot-water pressure washer prior to each boring.

Drill cuttings, decontamination and development water shall be stored in clearly labeled DOT-approved 55-gallon drums and placed in designated areas at the direction of the Ecology Site Manger. Labels shall bear the name of Washington State Department of Ecology as the generator of the soil/water, and each container will list the well number that the soil or water came from.

Well Development:

The wells shall be developed by the Contractor/PLP using the surge method, whereby a plug of inert material is moved gently up and down in the well. Well development shall be carried out by the Contractor/PLP until the discharge is free of suspended solids as determined by the Ecology Site Manager. Other well development methods may be used upon the approval of the Ecology Site Manager.

Health and Safety:

Hart hats, steel-toed shoes, adequate gloves, and safety glasses are to be worn during all drilling activities.

Site Cleanup:

Upon completion of work at the site, all debris and excess material resulting from the drilling work shall be removed from the construction site. The site shall be restored back to its original condition.

Originally drafted by Rick Roeder – WA, DOE
Edited by Frank Fossati – Shell Oil Company

File name: cyimonit.doc.....07.14.1998

EXHIBIT C

YAKIMA RAILROAD AREA
SITE HISTORY

YAKIMA RAILROAD AREA SITE HISTORY

The Yakima Railroad Area (YRRA) is a six square mile area located along the Burlington Northern Santa Fe Railroad main line in the Cities of Yakima and Union Gap, Washington (Figure 1). During routine inspections of industrial sites located within the YRRA during the 1980s, the United States Environmental Protection Agency (EPA) discovered PCE in soil and groundwater in the area. According to Ecology files, contamination of groundwater by PCE was first detected during sampling for a site inspection at the Rainier Plastics facility, near Nob Hill Boulevard in the central part of the YRRA. The results of the site inspection indicated that the groundwater contamination discovered could be attributed to an off-site source.

In 1988, Black & Veatch Waste Management, Inc., conducted a preliminary investigation of the Cameron-Yakima site, in the central part of the YRRA, and identified elevated levels of PCE in soils (Black & Veatch 1989). PCE soil contamination had also been detected by EPA at the Woods Industries site in the southern part of the area, and at a number of other facilities in the area that had managed PCE (including dry cleaners, machine shops and former pesticide facilities). In 1989 EPA contracted with Ecology and Environment (E&E) to conduct a soil-gas survey to provide a screening level assessment of PCE in soil/groundwater throughout the area (E&E 1989).

The 1989 E&E report identified the following four sites known to have managed or used PCE as potential sources of contamination: Nu-Way Cleaners, U-Haul, Cameron-Yakima, and Woods Industries. Two additional soil-gas anomalies were identified between the Cameron--Yakima and Woods Industries sites, but no obvious sources were identified.

In February 1991, Science Applications International Corporation (SAIC), under contract to Ecology. submitted recommendations to Ecology regarding the additional work required to identify PCE sources and to better determine the extent of PCE contamination in the YRRA. In the fall of 1991, Ecology notified nine entities (including Cameron-Yakima Incorporated, Nu-Way Cleaners, Hahn Motor Company, Frank Wear Cleaners, Yakima County (Crest Linen), Paxton Sales Corporation, U-Haul of Inland Northwest, and Briar Development) that they might be listed as Potentially Liable Persons (PLPs) for the YRRA under Chapter 70.105D RCW. Final PLP determinations were made by Ecology in 1991 for U-Haul, Paxton Sales, Frank Wear Cleaners, Nu-Way Cleaners, Cameron-Yakima, CMX Corporation, Yakima County, Briar Development, Hahn Motors, Burlington Northern Railroad (Woods Industries/Crop King), Agri-Tech, and Fifth Wheel Truck Repair. Since then, final PLP determinations were made for Southgate Laundry, the Banks Property, Westco Martinizing, Adeline Property, the railroad roundhouse, and Elliot Tire.

On February 11, 1992, Ecology issued an Emergency Enforcement Order to YRRA PLPs to provide bottled water to YRRA residents. Ecology considered this necessary because a large number of the residents in YRRA were using private domestic wells for their water supply. Representative sampling of 60 of these domestic wells confirmed the presence of PCE throughout the area. The wells were completed in the Yakima Gravel's and appeared to be withdrawing groundwater contaminated with PCE. In 1993, Ecology commenced a program to extend the Yakima and Union Gap municipal water systems to over 1,100 homes in the YRRA. In 1995, water system construction under this program was completed.

Between mid-1992 and mid-1995, Ecology issued Enforcement and Agreed Orders to most YRRA sub-facilities to perform source control work. Source control work for most facilities involves further identification of the extent of soil and groundwater contamination at the specific sites and interim actions designed to stop ongoing releases from soil to groundwater. The sub-facilities under Enforcement or Agreed Orders for source control work are Cameron-Yakima, Inc., Frank Wear Cleaners, Fifth Wheel Truck Repair, U-Haul, Paxton Sales, Nu-Way Cleaners, Southgate Laundry, and Westco Martinizing.

Site investigations have resulted in *de minimis* settlements for the Yakima County (Crest Linen), Briar Development, Paxton Sales and CMX sites. Source control at the Goodwill Industries site has been addressed by the City of Yakima through a prospective purchaser agreement with Ecology. The Elliott Tire and Adeline sites are addressing source control through an independent remediation program (IRAP). Ecology will carry out further source control as new sources are identified. Facilities other than those mentioned above may also be contributing or may have contributed to groundwater quality degradation, but the magnitude of the increase is less known.

EXTENT OF CONTAMINATION

A number of soil, groundwater, and surface water quality investigations have been conducted within or near the YRRA during the last ten years. Many of the early studies during this period were focused on identifying potential soil and groundwater contamination from pesticide formulation, storage facilities, or underground petroleum product storage tanks. Although low

levels of PCE were identified in groundwater during these studies, the potential number of PCE sources in the YRRA was not understood until after the soil gas investigation conducted by E&E (1989) was completed. Based on investigations conducted through July 1996, Ecology has identified 19 source areas or subfacilities for PCE contamination in the YRRA. These facilities are Agri-Tech, Inc., Frank Wear Cleaners, Fifth Wheel Truck Repair, Hahn Motors, Westco Martinizing, Yakima Valley Spray (U-Haul), Cameron-Yakima, Inc., Nu-Way Cleaners, Paxton Sales, Woods Industries/Crop King, Southgate Laundry, Elliot Tire Center, Crest Linen, Briar Development, CMX Corporation, BNNR Roundhouse, Banks Property (J.C. Penney), Adeline Property, and Goodwill Industries (Figure 1).

At each of the subfacilities, PCE is/was present in both soil and groundwater. While the full extent of the contamination is not presently understood, source control work including soil and groundwater sampling has occurred at most of the subfacilities. Figure 2 presents a summary of the levels of soil and groundwater contamination identified at these facilities to date. An area-wide Remedial Investigation expected to be completed in early 1999 will synthesize existing data and gather necessary new information to fully characterize the extent of the contamination.

PHYSICAL SETTING

Location: The YRRA Potentially Affected Vicinity and its subfacilities are shown in Figure 1. Present usage of the 6 square mile area includes industrial, commercial, and residential areas. Industrial areas are used for agricultural, manufacturing and/or processing purposes. Commercial areas are described as being used for providing retail or wholesale goods and/or

services. Residential areas are described as houses, apartments and other private dwellings.

Geology/Hydrogeology: The YRRA lies in the Yakima fold belt of the southwestern Columbia Basin. The fold belt includes a series of ridges and valleys running diagonally from east to west. The City of Yakima and the town of Union Gap lie in the valley between the Yakima Ridge to the north and the Ahtanum/Rattlesnake Ridge to the south. The Yakima River bisects these ridges at Selah Gap in the north and Union Gap in the south.

Yakima Gravel extends from approximately 20 to 200-feet bgs. This formation consists of coarse-grained sands, gravels and cobbles of fluvial, alluvial and preglacial origin associated with the present and ancestral Yakima River. The Yakima Gravel is often quite stratified and can consist of semi-cemented gravels and silt/clay lenses alternating with more permeable gravel layers. It is especially permeable near the river but becomes less permeable to the west as it grades into older, more cemented, slightly more fine-grained terrace deposits, termed the Thorp Gravel by Bently and Campbell (1983). This differentiation was mapped by the U.S. Geological Survey (USGS, 1986).

The Upper Ellensburg Formation extends approximately 200 to 1,500-feet bgs. This formation consists chiefly of volcaniclastic, poorly cemented gravel, sand, silt and clay overlying and occasionally interbedded with the Pamona Basalt. This volcaniclastic detritus may include mudflow and ash deposits from the ancestral Cascade Mountains.

The Pamona Basalt begins at about 1,500-feet bgs. This formation is the youngest member of the Columbia River Basalt Group encountered beneath the Yakima River Valley. The dense,

fine textured basalt occurs as individual flows, typically from 20 to 200-feet thick with a cumulative thickness of approximately 5,000-feet (USGS, 1986).

Surface Water: The YRRA is not located directly adjacent to any permanent surface water bodies. However, the Yakima Basin is bounded by the Yakima River in the east, the Naches River in the north, and Ahtanum Creek in the south. The Yakima River is between 1,500 to 3,000 feet east of the eastern boundary of the YRRA. The Naches River is approximately 6,000 feet north of the northern boundary of the YRRA. Ahtanum Creek is within 500 feet of the southwest corner of the YRRA. The Yakima River is the major surface water body in the vicinity. As the river approaches Union Gap at the south end of the basin, it becomes a gaining stream as recharge from groundwater makes up approximately 25 percent of the river's total flow (Woodward-Clyde, 1995).

Groundwater: The Yakima area aquifers are located in the Yakima Gravel, in the upper part of the Ellensburg Formation, and in the interbeds and fracture zones on the Pamona Basalt. The most productive aquifers are located in the basalt and are generally used for irrigation needs (Foxworthy, 1962). Wells in the Yakima Gravel are small yield domestic wells and high yield irrigation, municipal, and industrial wells. The water table is typically encountered at less than 20 feet below grade, depending on the elevation, seasonal variations, and irrigation-related recharge patterns. The shallow alluvial aquifer is unconfined and the deeper aquifers within the Ellensburg and Columbia River Basalt are typically confined by low-permeability strata. Both confined and unconfined aquifers may be quite productive and are locally capable of producing more than 1,000 gallons per minute (gpm).

Groundwater flow in the Yakima area is influenced by the local geology. Groundwater flows from the ridges, down the Yakima Valley, and moves southeast toward the Yakima River. In the vicinity of the river, where the Yakima Gravel's are more permeable, groundwater flow becomes sub-parallel to the river course and assumes a more southerly orientation (Hart-Crowser, 1994). Throughout most of the YRRA, however, horizontal groundwater flow is from the northwest to the southeast (Woodward-Clyde, 1995).

The alluvial aquifer discharges into the Yakima River near Union Gap. The vertical groundwater flow direction and gradient is typically upward and artesian flow is commonly observed in wells completed at depths of a few hundred feet or more (USGS, 1994).

Water levels in the alluvial aquifer increase markedly following the filling of irrigation canals and ditches in April of each year. Increases of up to 4 feet are common and increases of 7 feet and more have been documented in the Union Gap area. Available data suggest that while these increases may create local changes to the groundwater flow direction, they do not appear to distort the regional northwest to southwest flow direction observed throughout most of the YRRA.

CAMERON YAKIMA, INC.

Cameron Yakima, Inc. (CYI) is one of 19 subfacilities in the YRRA for which Ecology found credible evidence of releases of hazardous substances including volatile and semi-volatile organics, metals, and pesticides. The CYI facility is located at 1414 South First Street in Yakima, Washington (Exhibit A). CYI operated a carbon regeneration/reactivation facility at its present

location since 1953. The company initially produced virgin activated carbon for a range of air filtration applications such as fruit warehouse conditioning and commercial heating and ventilation. Over time, Cameron expanded the operation to include regeneration of spent carbon through the use of steam retorts.

In 1976, CYI acquired its first multiple hearth furnace for direct flame thermal activation, thereby beginning the transition from steam to thermal treatment of the carbon. By 1977, CYI began regenerating spent carbon containing hazardous substances (Hart Crowser Facility History 2/9/95 at 2). CYI did not keep accurate records of the specific constituents contained in spent carbon until 1986. (Id. at 25).

By 1986, the operation included a rotary kiln and multiple hearth furnace. In 1988, CYI constructed an in-ground concrete transfer tank designed to hold an accumulation of carbon, process water, and storm water. (Id. at 22). This transfer tank remained in use until 1994, when CYI constructed a new aboveground transfer tank. CYI operated as a RCRA TSD (transportation, storage and disposal) facility with "interim status." CYI did not obtain a RCRA Part B permit. On May 30, 1997, Ecology terminated CYI's interim status, prohibiting the facility from receiving any RCRA- regulated hazardous waste.

Environmental Issues: Environmental investigations of the CYI facility date back to 1988 and include the following: a Soil Investigation by Black and Veatch, 1988; Soil Gas Investigation by Ecology & Environment, 1989; Groundwater Investigations by Delta, 1989 and 1990; Preliminary Environmental Assessment by Hart Crowser, 1993; Draft Remedial Investigation by

Hart Crowser, 1995. These investigations identified a variety of hazardous materials in both soils and groundwater at the CYI facility.

Potential sources of the contamination include (1) waste handling practices prior to the facility being paved in 1989; (2) releases from the in-ground transfer tank; (3) spills and 4) air emissions.

Prior to 1989 the CYI facility was unpaved. A variety of inspections by both EPA and Ecology document a large, deep layer of "black sludge" throughout the entire facility. Due to poor record keeping by CYI it is not possible to know for sure the contaminants present at the facility during this time. However, inspection records indicate numerous drums of PCE contaminated wastes from a company called AAD Distribution and Dry Cleaning. Former staff also indicated that numerous spills were reportedly cleaned up by shoveling the spilled carbon into the furnace hopper (LaFontaine, CYI). Later inspections, including a July 1989 RCRA facility inspection, indicate the existing transfer tank was not sealed at the time of inspection. This tank was used as a "mixing" point where carbon entering the facility was transferred into prior to introduction into the kiln units. Sampling of the concrete tank walls and the soils under the tank during the 1996 tank closure confirmed the presence of Cis-1,2-Dichloroethene; Tetrachloroethene; Trichloroethene; Dioxins; 4,4'-DDD; 4,4'-DDE; 4,4'-DDT; Heptachlorepoxide; Benzo(g,h,I)pyrene; Dibenzo(a,h)anthracene; Fluoranthene; and PAHs . Other soil sampling efforts at the facility have detected a much longer list of contaminants.

Potentially Liable Parties: In late 1994 Ecology began sending initial notice letters to customers of the CYI subfacility. These customers all shipped granular activated carbon which contained PCE to the CYI Facility for treatment prior to May 5, 1995.

On July 19, 1995. Ecology issued an Enforcement Order to the 13 largest CYI customers whom Ecology believed sent carbon shipments containing PCE to CYI. A group of the named parties hired a consultant. Kleinfelder. Inc., to conduct a search for additional potentially responsible parties (PLPs). Kleinfelder reviewed all of the relevant documents at CYI. Kleinfelder found almost no documentation regarding the content of shipments containing hazardous substances prior to 1986, and only limited documentation of shipments between 1986 and 1990 (Galloway Declaration 6/2/95).

Ecology reviewed Kleinfelder's analysis and named additional PLPs where Ecology determined that there was credible evidence of PCE content in the PLPs shipments. However, Ecology determined that there was inadequate data to determine the PCE content of the vast majority of hazardous waste shipments between 1977 and 1990. In total, Ecology has named as PLPs 169 generators who shipped carbon filters to CYI.

In 1997, Ecology sent PLP notices to seven other CYI customers, each of which sent over 500,000 pounds of carbon contaminated with hazardous substances other than PCE. In 1998, Ecology sent PLP notices to Mr. Wiley Hurst, sole shareholder and officer of CYI, and to Mr. Robert Hanson, former shareholder and officer of CYI at the time of releases.

On February 5, 1997, CYI filed a petition for protection under Chapter 11 of the U.S. Bankruptcy Code. On June 5, 1998, the Court converted the case to Chapter 7 placing the company in the hands of the Chapter 7 trustee, Mr. Greg Beeler. At present, the CYI facility is not operating, and all inventory and assets have been removed. Contaminated soil remains on site and presents a risk to human health and the environment.

CAMERON-YAKIMA, INC.
CONTAMINANTS DETECTED

SOIL

Dioxins/Furans

1234678-HpCDD
1234678-HpCDF
OCDD
OCDF
Total TCDD Equivalent
Total HpCDF
Total HpCDD

Metals

Antimony
Arsenic
Barium
Beryllium
Cadmium
Chromium
Cobalt
Copper
Cyanide
Lead
Mercury
Nickel
Selenium
Silver
Tin
Vanadium
Zinc

Organochlorine Pesticides

4,4-DDD
4,4-DDE
4,4-DDT
Phorate
Toxaphene

Seimvolatiles

1,2-Dichlorobenzene
1,4-Dichlorobenze
2-Methylnaphthalene
2-Methylphenol
3- and/or 4-Methylphenol
Acenaphthylene
Acetophenone
Anthracene
Benzo(a)anthracene
Benzo(a)pyrene
Benzo(a) fluoranthene
Benzoic Acid
bis(2-Ethylhexyl)phthalate
Chrysene
Di-n-Butylphthalate
Di-n-Octylphthalate
Dibenzo(a,h)anthracine
Dibenzofuran
Diethylphthalate
Flouranthene
Naphthalene
Phenanthrene
Phenol
Pyrene
Total cPAH's

Volatiles

Benzene
1,1-Dichloroethene
1,2-Dichloroethene
2-Butanone
Carbon Disulfide
Cis-1,2-Dichloroethene
Ethylbenzene
Tetrachloroethene
Toluene
1,1,1-Trichloroethane
Trichloroethene
Vinyl Chloride
Xylene

GROUNDWATER

Metals (dissolved)

Barium
Copper
Lead
Nickel
Zinc

Organophosphate Pesticides

Dimethoate

Semivolatiles

1,4-Dioxane
bis(2-Ethylhexyl)phthalate
Di-n-Butylphthalate

Volatiles

1,1,1-Trichloroethane
1,2-Dichloroethene
Chloroform
Chloromethane
Cis-1,2-Dichloroethene
Tetrachloroethene
Trichloroethene

EXHIBIT D

TRUST AGREEMENT

YAKIMA RAILROAD AREA

QUALIFIED SETTLEMENT

FUND TRUST

THIS DECLARATION OF TRUST, is made and entered into by and among the Grantors listed on Schedule A, which is attached hereto and by this reference incorporated herein, ("Grantors"), and Bank of America NW, N.A. doing business as Seafirst Bank ("Trustee"), pursuant to certain Consent Decrees between the Grantors and the State of Washington, Department of Ecology, which have been or are to be entered by the U.S. District Court (E.D. Wash), (the "Consent Decrees").

WITNESSETH:

WHEREAS, the Grantors together have agreed to transfer, assign, and convey to the Trustee the sum of $760,000, in trust, pursuant to the terms of the Consent Decrees and this Agreement; and

WHEREAS, funds transferred by the Grantors shall constitute the initial corpus of the trust hereby created and shall be held, invested, and distributed pursuant to the terms of this Agreement, it is therefore agreed as follows:

I. Trust Estate. The Trust Estate, as that term is used in this trust, shall consist of the following:

1. The assets transferred to the Trustee by the parties as hereinabove provided; and

2. Any funds transferred to the Trustee by any other person or entity; and

3. The proceeds, investments, and reinvestments of the assets so transferred to the Trustee.

II. Trust Purpose. The primary purpose of the trust is collecting and disbursing amounts for environmental remediation of an existing waste site ("Yakima Railroad Area"), as referenced in the Consent Decrees. All contributors to the trust have at the time of contribution actual or potential liability or a reasonable expectation of liability under federal, state, or local environmental laws for environmental remediation of the waste site, and such liability of each Grantor is extinguished by their contribution to this trust.

III. Distributions. The Director of the Department of Ecology, or the Director's designee, hereinafter referred to as the "Director", has sole power to direct the Trustee and the distribution

of the Trust Estate in the manner hereinafter provided for. The Trust Estate shall be distributed by the Trustee from time to time as directed by the Director to achieve the purposes set forth in the Consent Decrees. The Trustee may rely with acquittance upon any direction of payment made by the Director.

IV. Duration. This trust shall continue until the Trust Estate has been distributed for the activities and purposes set forth herein. If the Trust Estate has not been wholly distributed by the time such activities are deemed by the Director to be complete, and it is determined by the Director that there will be no further need to distribute funds pursuant to Consent Decrees which will exhaust the funds, then all such remaining funds shall be delivered to the State of Washington, Department of Ecology, at the order of the Director.

V. Irrevocable Nature of Trust. The trust created by this Agreement shall be deemed irrevocable and the Grantors shall have no right whatsoever to alter, amend, revoke, or terminate this Trust Agreement in whole or in part. Further, it is the intention of the parties to transfer to the Trustee all of their interest in the Trust Estate. Therefore, the parties and any other person or entity transferring assets to the Trustee hereunder, do hereby assign to the Trustee all right, title, and interest in and to the Trust Estate and relinquish all administrative power over the Trust Estate or any power to control the beneficial enjoyment of the trust assets.

VI. Trustee. The Trustee is hereby directed to invest and reinvest the trust assets as it from time to time deems prudent. Provided, however, that the Trustee's power to invest the trust assets shall be limited in the same manner as the ability of persons investing funds on behalf of municipalities within the State of Washington is limited pursuant to RCW 36.29.020, et seq.

VII. Taxability. This trust is intended to be a qualified settlement fund within the meaning of Internal Revenue Code §468B.

VIII. Statement for Tax Purposes. The Grantors together or a representative of the Grantor group (Contributor) shall provide the following information to the Trustee no later than February 15 of the year following each calendar year in which the Grantor group or its representative (or an insurer or any person on behalf of the Grantor) makes a transfer to trust:

1. A legend, '§1.468B-3 Statement', at the top of the first page;

2. The Grantor's name, address, and taxpayer identification number;

3. The U.S. District Court cause number under which the Consent Decree was entered, and pursuant to which the transfer was made;

4. The qualified settlement fund's name, address, and employer identification number;

5. The date of each transfer;

6. The amount of cash transferred; and

7. A description of property transferred and its fair market value on the date of transfer.

Each Grantor recognizes that there is a requirement for them to independently comply with certain federal income tax reporting obligations related to their contribution to this trust, and each Grantor acknowledges their responsibility for separately meeting that obligation.

IX. Powers and Duties of Trustee. Except as specifically restricted hereunder, the Trustee shall have all duties, powers, and rights imposed and granted by the laws of the State of Washington.

In addition to the duties, powers, and rights imposed and granted by law, the Trustee shall have (unless specifically restricted herein) the power and the exercise of discretion in the application thereof to:

1. Determine the allocation of receipts and expenses between income and principal in accordance with the Washington Principal and Income Act;

2. Rely with acquittance upon the advice of counsel on questions of law;

3. Merge or combine any trusts hereunder with the trust or trusts otherwise established for the same purpose and substantially the same provisions, and thereafter administer and distribute such combined Trust Estate as one;

4. Appoint an ancillary trustee or agent to facilitate the management of assets located in another state, if any;

5. At any time to resign as Trustee of the trust created by this instrument without court proceeding, by delivering written notice of resignation as hereinafter provided;

6. To commence or defend at the expense of the trust such litigation with respect to the trust or any property of the trust as the Trustee may deem advisable;

7. Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against the trust.

8. Use its discretion to select certain entities, including its own units and its subsidiaries, affiliates or others in which it has a direct or indirect interest ("Trustee affiliates"), and to engage in the following transactions with them:

(a) use them as brokers to execute securities transactions;

(b) purchase securities from and sell securities to them as dealers in principal transactions; and,

(c) purchase securities from and sell securities to any of them as underwriters, syndicate members, market-makers, or in any other similar capacities, either during the life of any securities syndicate of which Trustee or a Trustee affiliate is a member or after its close.

It is understood and agreed that Trustee and Trustee affiliates can receive commissions, fees and other direct or indirect benefits for engaging in transactions described in the preceding paragraphs that are in addition to the fees Trustee receives for providing services under this Agreement. For example, Trustee and Trustee affiliates may receive brokerage commissions for executing securities trades; markups or markdowns in principal transactions; compensation for acting as underwriter, syndicate member or marketmaker; and other benefits such as those resulting from order flows in brokerage transactions. Trustee or a Trustee affiliate can receive direct or indirect benefits from the purchase of securities through another member of the same syndicate in which the Trustee or a Trustee affiliate is associated. Furthermore, Trustee, Trustee affiliates, their representatives or other entities affiliated with any of them, may from time to time have long or short positions and buy or sell securities of issuers whose securities are the subject of securities transactions for the Trust. As permitted by law, any rules of or under applicable banking, securities, trust or other laws prohibiting and/or restricting in any way a trustee from dealing with itself, or from dealing with respect to any matter in which it may or does have a personal interest, do not apply to the Trustee to the extent the Trustee's actions are authorized under this paragraph.

X. Resignation. The Trustee shall have the right to resign at any time by delivering its resignation in writing to the Director, such resignation to take effect ninety (90) days after delivery of its resignation, or, if earlier, upon the acceptance of appointment in writing by a successor Trustee approved by the Director. Provided, however, any successor Trustee shall be a national bank, trust company, or corporation authorized to conduct trust business within the State of Washington and at the time of its appointment have assets of not less than One Hundred Million Dollars ($100,000,000.00) of trust funds.

Any successor Trustee appointed under this article shall, upon appointment, immediately succeed to all powers, rights, discretions, obligations, and immunities of the Trustee under this Agreement with the same effect as though successor Trustee were originally named as Trustee in this Agreement.

XI. Compensation. The Trustee shall be entitled to receive compensation in accordance with its fee schedule in effect when the services are rendered, or as agreed upon in writing by the Director and the Trustee from time to time, and the Trustee shall charge the Trust Estate in payment of that compensation.

XII. Governing Law. This Trust Agreement shall be administered, construed, and enforced according to the laws of the State of Washington. Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

XIII. Notices. Any notices or other communication required or permitted by this Agreement to be delivered to or served on the Trustee shall be deemed properly delivered to, or served on, and received by the Trustee when personally delivered to the trust officer of the Trustee assigned to administer this trust, or in lieu of such personal service, when deposited in the United States mail, certified mail with postage prepaid, addressed to the Trustee at P. 0. Box 24565, Seattle, Washington 98124 (Attention Trust Department).

Any notices or other communications required or permitted by this Agreement to be delivered to or served on the Department of Ecology shall be deemed properly delivered to, or served on, and received by the Department of Ecology when deposited in the United States mail, certified mail with postage prepaid, addressed to the Director, Department of Ecology, P. 0. Box 47600, Olympia, Washington 98504, or its designee.

XIV. Counterparts. This Agreement may be executed in a number of counterparts, and all so executed shall constitute one agreement binding on all parties, notwithstanding that all the parties are not signatory to the original or the same counterpart. Each of the individuals executing this Agreement represent and warrant that each has full power and actual authority to enter into this Agreement on behalf of and to legally bind the party for whom they sign.

IN WITNESS WHEREOF, the parties to this Agreement have each signed it on the date next to the respective party's signature, and this Agreement is effective as to that party when signed, irrespective of whether all parties have then signed.

STATE OF WASHINGTON
Department of Ecology

By _____
Signature

Name: MARK JOBSON

Title: Assistant Attorney General

Date: 4/30/99

BANK OF AMERICA NW, N.A.
dba Seafirst Bank, as Trustee

By _____
Signature

Name: _____

Title: _____

Date: _____

ATLANTIC RICHFIELD COMPANY

By Mark C. Dangler
(Signature)

Mark C. Dangler
(Printed Name)
Title: Environmental Manager
Date: 12/17/98

mcF

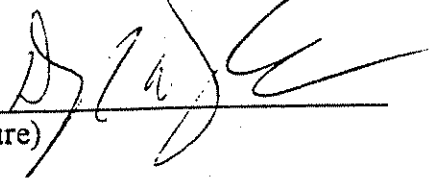
Exhibit D-6

EXXON CO., U.S.A.

By _____ FJP
(Signature)

G T. Theriot
(Printed Name)
Title: Manager, Environmental and Safety
Date: 11/13/98

GENERAL ELECTRIC PLASTICS

By 
(Signature)

Douglas A. Johns
(Printed Name)

Title: Senior Counsel - EHS Programs

Date: January 25, 1999

CHEVRON

By Cathy S. Robie
(Signature)

Cathy S. Robie
(Printed Name)
Title: Asset Team Leader
Date: December 1, 1998

MINNESOTA MINING &
MANUFACTURING CO.

By R.A. Paschke
(Signature)

ROBERT A. PASCHKE
(Printed Name)
Title: Manager, Corp. Env. Programs
Date: 11/25/98

SHELL COMPANIES

By Frank R Fossati
(Signature)

Frank R. Fossati
(Printed Name)
Title: Remediation Manager
Date: 11-9-98

Exhibit D-11

SCHEDULE A

The initial Grantors of the Yakima Railroad Area Qualified Settlement Fund Trust are set forth below. Other Grantors may contribute to this Qualified Settlement Fund Trust pursuant to the entry of further Consent Decrees relating to the remediation of the Yakima Railroad Area site, whereupon those Grantors will be fully bound by the terms of this Agreement as if they had been initially listed on this Schedule A.

PLP GROUP GRANTORS		PAYMENT
Atlantic Richfield Company	}	
Chevron	}	
Exxon Co., U.S.A.	}	
General Electric Plastics	}	
Minnesota Mining & Manufacturing Co.	}	
Shell Companies	} =	$760,000.00

EXHIBIT E

COVERED SUBSTANCES

The Honorable Robert H. Whaley

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

ATLANTIC RICHFIELD COMPANY; CHEVRON USA, INC.; EXXON CORPORATION; FOUR CORNERS PIPELINE COMPANY; GENERAL ELECTRIC COMPANY; MINNESOTA MINING AND MANUFACTURING COMPANY; IMATION CORP.; SHELL OIL COMPANY, AND ON BEHALF OF WESTERN FARM SERVICE, INC.,

Settlors.

No. CY-99-3015-RHW

CONSENT DECREE

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

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

Exhibit A - Site Diagram

Exhibit B - Scope of Work and Schedule

Exhibit C - Site History and Synopsis of Releases

Exhibit D - Trust Agreement

Exhibit E - Covered Substances

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

I. INTRODUCTION

A. This Consent Decree ("Decree") is entered into by and between the Washington State Department of Ecology ("Ecology"); the Atlantic Richfield Company; Chevron USA, Inc; Exxon Corporation; Four Corners Pipeline Company; General Electric Company; Minnesota Mining and Manufacturing Company and Imation Corp.; and Shell Oil Company, including Western Farm Service, Inc., and all subsidiaries and affiliates of the foregoing companies (collectively referred to hereinafter as "Settlors"). It is the mutual objective of the parties to this Decree to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. The facility, known as Cameron-Yakima, Inc. ("CYI" or "Facility"), is located in Yakima, Washington. CYI is one of several facilities impacting a larger area known as the "Yakima Railroad Area" ("YRRA") and referred to herein as the "Site". A site diagram is attached hereto as Exhibit A. This Decree requires the Settlors to perform work specified in Section VI and to make a financial contribution toward remedial action at the Site in an amount and for the purposes specified in Section IX of this Decree. Ecology has determined that 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 Settlors neither admit nor deny 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, Settlors 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 non-settling parties from any liability they may have with respect to matters alleged in the Complaint. The

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

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 Decree.

E. This Decree shall not be construed as proof or evidence of liability or responsibility for any releases of hazardous substances or costs for remedial action, nor an admission of any facts, and Settlors expressly deny such liability. However, the Settlors shall not challenge the jurisdiction of Ecology in any proceeding to enforce this Decree.

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

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

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

D. Ecology has given notice to Settlors, as set forth in RCW 70.105D.020(16), of Ecology's determination that the Settlors are potentially liable persons for the facility and that there has been a release or threatened release of hazardous substances at the facility.

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Ecology Division
PO Box 40117
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E. Ecology has determined that the actions to be taken pursuant to this Decree are necessary to protect public health, welfare, and the environment and will lead to a more expeditious cleanup of hazardous substances in compliance with the cleanup standards of RCW 70.105D.030(2)(e) and the regulations adopted pursuant thereto.

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

III. PARTIES BOUND

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

IV. DEFINITIONS

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

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

B. Parties: Refers to the Washington State Department of Ecology; the Atlantic Richfield Company; Chevron USA, Inc.; Exxon Corporation; Four Corners Pipeline Company; General Electric Company; Minnesota Mining and Manufacturing Company; Imation Corp.; and Shell Oil Company, including Western Farm Service, Inc.; and all subsidiaries and affiliates of the foregoing companies.

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

C. Settlors: Refers to Atlantic Richfield Company; Chevron USA, Inc.; Exxon Corporation; Four Corners Pipeline Company; General Electric Company; Minnesota Mining and Manufacturing Company; Imation Corp.; and Shell Oil Company, including Western Farm Service, Inc.; and all subsidiaries and affiliates of the foregoing companies.

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

E. Covered Substances: Refers to all hazardous substances listed in Exhibit E, which were included in any waste shipments generated by or originating from Settlors and sent to Cameron-Yakima, Inc.

F. Remedial Action: Refers to all activities defined to be a "response" under CERCLA or a "remedy" or "remedial action" under MTCA.

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

H. Facility: Refers to CYI at 1414 S. 1st St, Yakima, Washington.

V. STATEMENT OF FACTS

Ecology makes the following findings of fact without any express or implied admissions by Settlors.

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

B. The Site contains at least 19 identified Source Areas which have, through their historic operations, contributed to the presence of PCE at the Site. One of the facilities is a

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carbon reprocessing business known as Cameron-Yakima, Inc., located at 1414 S. First Street, Yakima, Washington. More than 100 PLPs, including the Settlors who are parties to this Decree, shipped carbon containing one or more of Covered Substances to Cameron-Yakima, Inc. The estimated amount of the total carbon sent to the CYI Facility is in excess of 18 million pounds. The estimated amount of carbon containing hazardous substances shipped by the Settlors to the CYI facility is approximately 6 million pounds.

C. Settlors who shipped carbon containing hazardous substances to Cameron-Yakima, Inc. may be liable for remedial action costs under MTCA, RCW 70.105D.040(1)(c).

D. In 1996, Ecology entered into several consent decrees with other PLPs who shipped significant quantities of carbon laden with PCE to CYI. Those PLPs settled their liability to Ecology in exchange for work to be performed, a contribution to a trust fund or a combination of both. Parties who settled for a contribution paid in an amount ranging between $1.99 and $2.31 per pound of PCE-laden carbon shipped to CYI.

E. The Settlors named in this Decree sent significant quantities of carbon to CYI; unlike PLPs in prior consent decrees, these Settlors did not send any significant quantities of carbon carrying PCE. Therefore, the contribution to the trust fund made by these Settlors is substantially less than that of prior Settlors when measured in terms of dollars per pound of carbon shipped.

VI. WORK TO BE PERFORMED

A. Settlors agree to perform the work specified in the Scope of Work attached as Exhibit B and incorporated herein by reference. Settlors shall not arrange for disposal of any material generated as part of the Scope of Work. After Settlors have performed the scope of work as described, they shall not have any continuing ownership, title, responsibility, or liability for waste drilling fluid, development water, soil cuttings or the maintenance or operation of the monitoring wells described in the Scope of Work. The Work shall be completed according to the schedule included in the Scope of Work.

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Ecology Division
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Olympia, WA 98504-0117
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B. Under this Decree, Settlors are not required to perform any remedial action outside of that described in Exhibit B.

C. Parties agree that the work set forth in Exhibit B is consistent with the National Contingency Plan (NCP), 40 CFR Part 300, in effect on the date of this Decree and that amounts paid by Settlors to perform the scope of work are necessary costs of response.

D. The work consists of drilling up to 300 vertical feet of monitoring wells on property adjacent to CYI. This work may be done prior to or concurrent with the filing of this Decree.

VII. DESIGNATED PROJECT COORDINATORS

The project coordinator for Ecology is:

Richard Roeder
Toxic Cleanup Program
Department of Ecology
P.O. Box 47600
Yakima, WA 98902
(509) 454-7837
(509) 575-2809

The project coordinator for Settlors is:

Dave Roberson, P.E.
Exxon Corporation
Sr. Staff Engineer, Superfund Coordination
800 Bell Street
PO Box 2189
Houston, Texas 77252-2180
(713) 656-0220
(713) 656-9430

Each project coordinator shall be responsible for overseeing the implementation of this Decree. The Ecology project coordinator will be Ecology's designated representative at the site. To the maximum extent possible, communications between Ecology and the Settlors 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. The project coordinators may designate, in writing, working level staf

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contacts for all or portions of the implementation of the remedial work required by this Decree. The project coordinators may agree to minor modifications to the work to be performed without formal amendments to this Decree. Minor modifications will be documented in writing by Ecology.

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

VIII. PERFORMANCE

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

IX. TRUST FUND

Within forty-five (45) days of the entry of this Decree, the Settlors together agree to make a financial contribution of $750,000 to the Trust Fund established in Exhibit D. The Settlors' financial contribution expressly and specifically includes, but is not limited to, the Settlors' share of the following past and future costs: (i) costs of grants provided to the cities of Yakima and Union Gap, Washington for the purposes of municipal water system installation and upgrades; and (ii) costs of work performed by Ecology or its contractors for, or on, the Site under ch. 70.105D RCW, both prior to and subsequent to the issuance of this Decree for investigations, and remedial actions.

If the amount paid by the Settlors to the Trust Fund is less than $750,000, the Settlors will have an individual obligation to identify to Ecology the specific Settlors which have failed to contribute to the Trust Fund. Ecology will be entitled to recover, through motion to this Court or

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through independent action. the amount of the shortfall in payment to the Trust Fund from the individual Settlors identified as being responsible for the shortfall.

X. ECOLOGY COSTS FOR SETTLEMENT

Settlors agree to pay $10,000 to Department of Ecology in complete satisfaction of any claim arising from the negotiation. drafting or filing of this Decree. This payment shall satisfy all Ecology direct and support costs as defined in WAC 173-340-550(2) owed by Settlors. Payment shall be made within forty-five (45)days of the effective date of this Decree by delivery of a certified check to: Washington State Department of Ecology, Fiscal Division, P.O. Box 47600, Olympia, Washington 98504-0117.

XI. CONTRIBUTION PROTECTION

With regard to claims for contribution against any Settlor for matters addressed in this Consent Decree, or with regard to the Site, the parties hereto agree that each Settlor is entitled to such protection from any actions or claims as is provided by MTCA, RCW 70.105D.040. by CERCLA section 107 or § 113(f)(2), 42 U.S.C. § 9613(f)(2), or as otherwise provided by law. The contribution protection conferred in this section shall not be frustrated by the use of non-CERCLA or non-MTCA theories to seek relief in the nature of contribution or indemnification. For the purpose of this section, "matters addressed" shall include:

> (i) all past and future investigation and remediation measures, including without limitation, any and all related monitoring and reporting activities whether performed by Ecology or any other person, arising from a release at Cameron-Yakima, Inc. and
>
> (ii) all past and future costs incurred by Ecology or any other person, with respect to Covered Substances at, related to, or originating from Cameron-Yakima, Inc., and including without limitation any such measures performed and any such costs incurred by any person under any consent decree or enforcement order entered before or after this consent decree.

XII. COVENANT NOT TO SUE

In consideration of Settlors' compliance with the terms and conditions of this Decree, Ecology agrees that compliance with this Decree shall stand in lieu of any and all administrative, legal, and equitable remedies and enforcement actions available to the State against each Settlor,

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including its successors, assigns and wholly-owned affiliates and subsidiaries for all Covered Substances sent to or transshipped from Cameron-Yakima, Inc., or the Cameron-Yakima, Inc. Facility, including any release or threatened release of Covered Substances from Cameron-Yakima, Inc.

This Covenant Not to Sue is strictly limited in its application to liability arising from releases of covered substances on, under, or from Cameron-Yakima, Inc. This covenant is not applicable to any other hazardous substance or area, and the state retains all of its authority relative to such substances and areas.

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

1. In the event a Settlor fails to make a payment to the Trust Fund pursuant to Section IX or payment to Ecology in accordance with Section X and such failu(failures are not cured within thirty (30) days of receipt by Settlors of notice of nonpayment. This reopener shall apply only to the Settlor failing to make the payment;

2. In the event that new information becomes available regarding factors previously unknown to Ecology and Ecology determines, in light of this information, that remedial action is necessary to address a previously unknown threat to human health or the environment at the Site, and Settlors, after notice, fail to take the necessary action within a reasonable time provided by Ecology in the notice. If such new information concerns substances sent to the Site by fewer than all Settlors, Ecology shall make its determination and issue such notice with respect to such Settlor(s) only, and the reopener shall apply only to such Settlor.

a. For purposes of this Decree, "factors previously unknown to Ecology," shall mean contamination unknown or undocumented in the administrative record at the

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time of entry of this Decree from hazardous substances other than Covered Substances. "Factors previously unknown to Ecology" shall not include any new information related to the presence of, extent of, or impacts from Covered Substances at the facility. For purposes of this paragraph, the administrative record shall mean the documents in Ecology's possession on the date of entry of this Decree. "Previously unknown threats to human health or the environment" shall not include any threat to any beneficial uses of water (including the use of water for agricultural or drinking water purposes) from Covered Substances released from the CYI facility.

B. Applicability: The Covenant Not to Sue set forth above shall have no applicability whatsoever to:

1. Criminal liability;

2. Liability for damages to natural resources;

3. Any Ecology action against potentially liable parties not a party to this Decree.

XIII. RETENTION OF RECORDS

Settlors shall preserve, during the pending of this Decree, and for ten (10) years from the date this Decree is no longer in effect as provided in section XIX, all records, reports, documents, and underlying data in its possession relevant to the implementation of this Decree. Upon request of Ecology, Settlors shall make all non-archived records available to Ecology and allow access for review. All archived records shall be made available to Ecology within a reasonable period of time.

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Ecology Division
PO Box 40117
Olympia, WA 98504-0117
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XIV. RESOLUTION OF DISPUTES

A. In the event a dispute arises as to an approval, disapproval, proposed modification or other decision or action by Ecology's project coordinator, the parties shall utilize the dispute resolution procedure set forth below.

1. Upon receipt of the Ecology project coordinator's decision, the Settlors have fourteen (14) days within which to notify Ecology's project coordinator of their objection to the decision.

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

3. Settlors may then request Ecology management review of the decision. This request shall be submitted in writing to the Central Regional Office Toxics Cleanup Section Manager within fourteen (14)) days of receipt of Ecology's project coordinator's decision.

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

B. If Ecology's final written decision is unacceptable to Settlors, Settlors 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. In the event Settlors present an issue to the Court for review, the Court shall review the action or decision of Ecology on the basis of whether such action or decision was arbitrary and capricious and render a decision based on such standard of review.

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C. The parties 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 process 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 (except in the case of a dispute between the Parties under Section XII of this Decree), unless Ecology agrees in writing to a schedule extension or the Court so orders.

XV. AMENDMENT OF CONSENT DECREE

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.

Settlors 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 XIV of this Decree.

XVI. INDEMNIFICATION

Settlors 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 negligent, reckless or intentional acts or omissions of Settlors, their officers, employees, agents, or contractors in entering into and implementing this Decree. However, the Settlors shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action arising

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

out of the negligent, reckless or intentional acts or omissions of the State of Washington, or the employees or agents of the State, in implementing the activities pursuant to this Decree.

Ecology agrees to indemnify and hold Settlors, their officers, employees, agents, or contractors 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 negligent, reckless or intentional acts or omissions of Ecology, its employees, agents, or contractors in entering into and implementing this Decree. However, Ecology shall not indemnify Settlors nor save nor hold its officers, employees, agents, or contractors harmless from any claims or causes of action arising out of the negligent, reckless or intentional acts or omissions of the Settlors, or the officers, agents, or contractors of the Settlors in implementing the activities pursuant to this Decree.

XVII. COMPLIANCE WITH APPLICABLE LAWS

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

B. Pursuant to RCW 70.105D.090(1), the substantive requirements of chapters 70.94, 70.95, 70.105, 75.20, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals for the Remedial Action under this Decree that are known to be applicable at the time of entry of the Decree have been included in Exhibit B, the Scope of Work and Schedule, and are binding and enforceable requirements of the Decree.

Settlors have a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Decree. In the event either Settlors or Ecology determines that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Decree, they shall promptly notify the other party of this determination. Ecology shall determine whether Ecology or Settlors shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Settlors shall promptly

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

consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make a determination on and inform Settlors in writing as to the additional substantive requirements that must be met by Settlors and on how Settlors must meet those requirements. If Settlors disagree with Ecology's determination, such disagreement shall be resolved through the dispute resolution procedures in Section XIV. If Settlors do not disagree with Ecology's determination, the additional requirements shall be enforceable requirements of this Decree upon receipt of Ecology's written determination. Settlors shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its determination.

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

C. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency which is necessary for the State to administer any federal law, the exemption shall not apply and the Settlors shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

XVIII. IMPLEMENTATION OF THE WORK

If Ecology determines that Settlors have failed without good cause to implement and complete the Work as defined in section VI of this Decree, Ecology may, after notice to Settlors, perform any or all portions of the Work that remain incomplete. Settlors may, within a reasonable time of receiving such notice from Ecology, perform the portions of the work that remain incomplete. If Ecology performs all or portions of the Work because of the Settlors' failure to comply with their obligations under this Decree, Settlors shall reimburse Ecology for the reasonable costs of doing such work, provided that Settlors are not obligated under this

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

section to reimburse Ecology for costs incurred for work inconsistent with or beyond the scope of this Decree. Any disagreements pursuant to this section shall be resolved through the dispute resolution procedures in Section XV.

XIX. DURATION OF DECREE

This Decree shall remain in effect until the Settlors 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 XI (Contribution Protection), Section XII (Covenant Not to Sue), Section XVI (Indemnification) and other such continuing rights of Settlors under this Decree.

XX. CLAIMS AGAINST THE STATE

Settlors 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 Settlors will make no claim against the State Toxics Control Account or any local toxics control account for any costs incurred in implementing this Decree. Except provided above, however, Settlors expressly reserve their right to seek to recover any costs incurred in implementing this Decree from any other potentially liable person.

XXI. EFFECTIVE DATE

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

XXII. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT

This Decree has been the subject of public notice and comment under RCW 70.105D.040(4)(a). As a result of this process, Ecology has found that this Decree will lead to a more expeditious cleanup of Covered Substances at the Site. If the Court withholds or withdraws its consent to this Decree, it 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.

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

XXIII. ENTIRE AGREEMENT

This Decree and Exhibits A through E, which are expressly incorporated by reference, constitute and supersede any prior negotiations or agreements relating to the subject matter of this Decree, whether oral or written.

CHRISTINE O. GREGOIRE
Attorney General

MARK C. JOBSON, WSBA #22171
Assistant Attorney General
Attorneys for Washington State
Department of Ecology

Date: 4/13/99

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

JAMES PENDOWSKI
Ecology Toxics Cleanup Program
Central Regional Office

Date: 4/12/99

DATED this 19 day of May 1998.

JUDGE
United States District Court Judge
Eastern District of Washington

CAMERON/NEW PLP'S/CONSENT DECREE REVISED 3.5.99

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

Approved as to form and content:
Notice of Presentation waived.

DOUGLAS JOHNS
Counsel for General Electric Company

Date: _____

GENERAL ELECTRIC COMPANY

Signature

Print Name: Douglas A. Johns
Title: Senior Counsel - EHS Programs
Date: January 25, 1999

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

Approved as to form and content;
Notice of Presentation waived.

SONNENSCHEIN NATH & ROSENTHAL

MATTHEW LINTNER
Counsel for 3M

Date: 12/3/98

MINNESOTA MINING AND MANUFACTURING COMPANY

Signature

Print Name: Robert A. Paschke
Title: Manager, Corp. Env. Programs
Date: 11/25/98

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

Approved as to form and content;
Notice of Presentation waived.

IMATION CORP.

Counsel for Imation Corp.

Date: 12/1/98

IMATION CORP.

Signature

Print Name: JOHN L. SULLIVAN
Title: V.P. & General Counsel
Date: 12/1/98

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

Approved as to form and content:
Notice of Presentation waived.

ELIZABETH DORRIS
Counsel for ARCO

Date: _____

ATLANTIC RICHFIELD COMPANY

Signature

Print Name: Mark C. Dangler
Title: Environmental Manager
Date: 12/17/98

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

Approved as to form and content:
Notice of Presentation waived.

THOMAS KEARNS
Counsel for Shell Oil Company

Date: 11-11-98

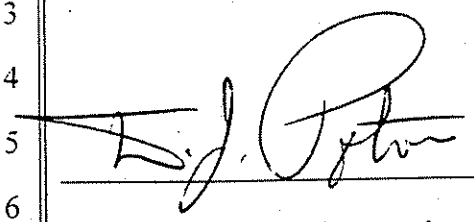
SHELL OIL COMPANY

Signature

Print Name: Frank R. Fossati
Title: Remediation Manager
Date: 11-9-98

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

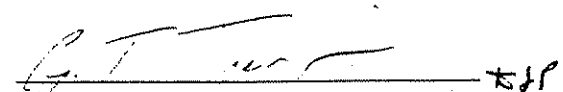
Approved as to form and content:
Notice of Presentation waived.



Counsel for Exxon Corporation

Date: 11/12/98

EXXON CORPORATION



Signature

Print Name: G T. Theriot
Title: Manager, Environmental and Safety
Date: 11/13/98

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

Approved as to form and content;
Notice of Presentation waived.

BRIAN ROBERTS
Counsel for Chevron

Date: _____

CHEVRON USA, INC.

Cathy S. Robie
Signature

Print Name: Cathy S. Robie
Title: Superfund Team Leader
Date: December 1, 1998

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

CAMERON-YAKIMA, INC.

INDEX TO CONSENT DECREE EXHIBIT PACKAGE FOR 1998 PLP GROUP

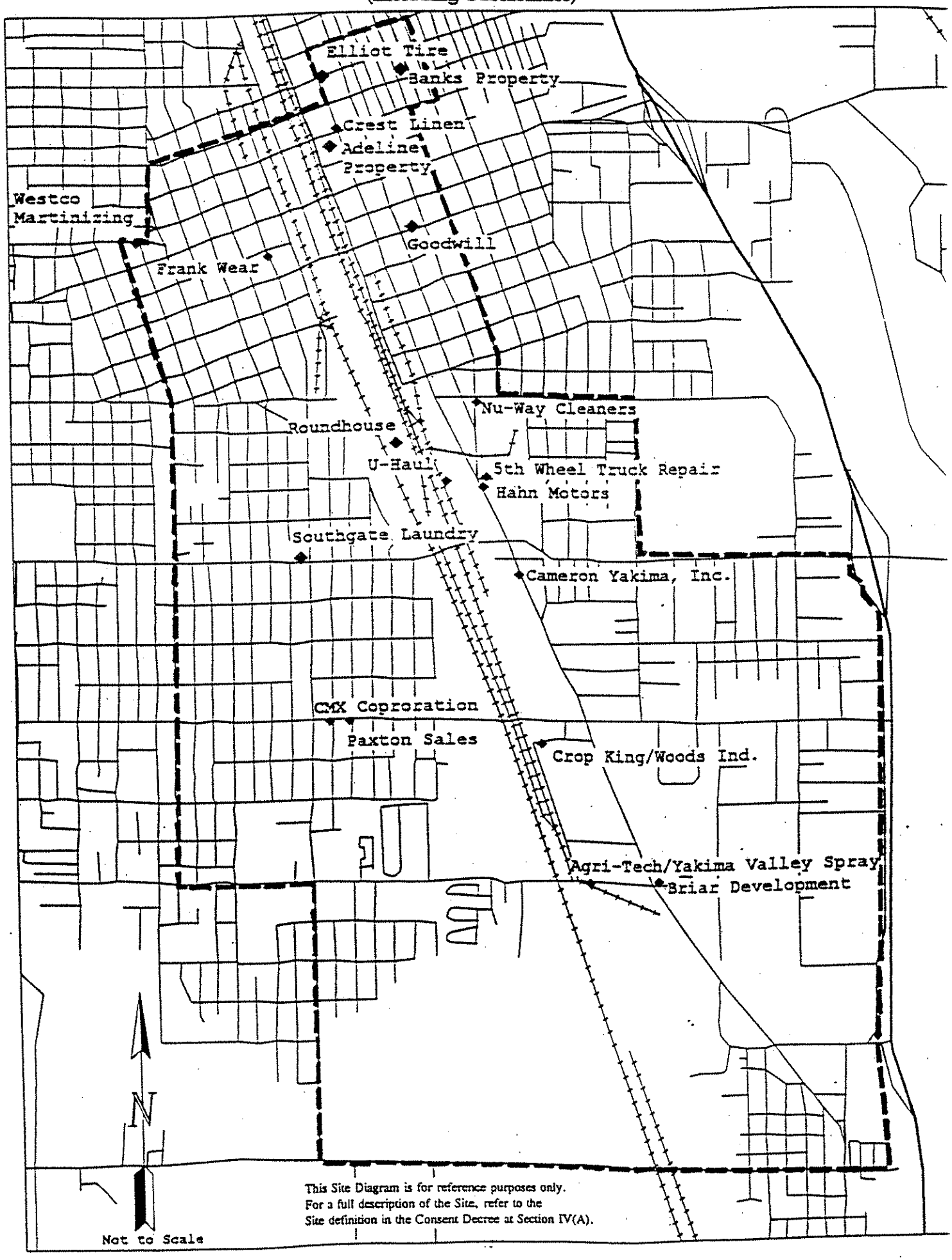
EXHIBIT A

YRRA & CYI SITE DIAGRAMS

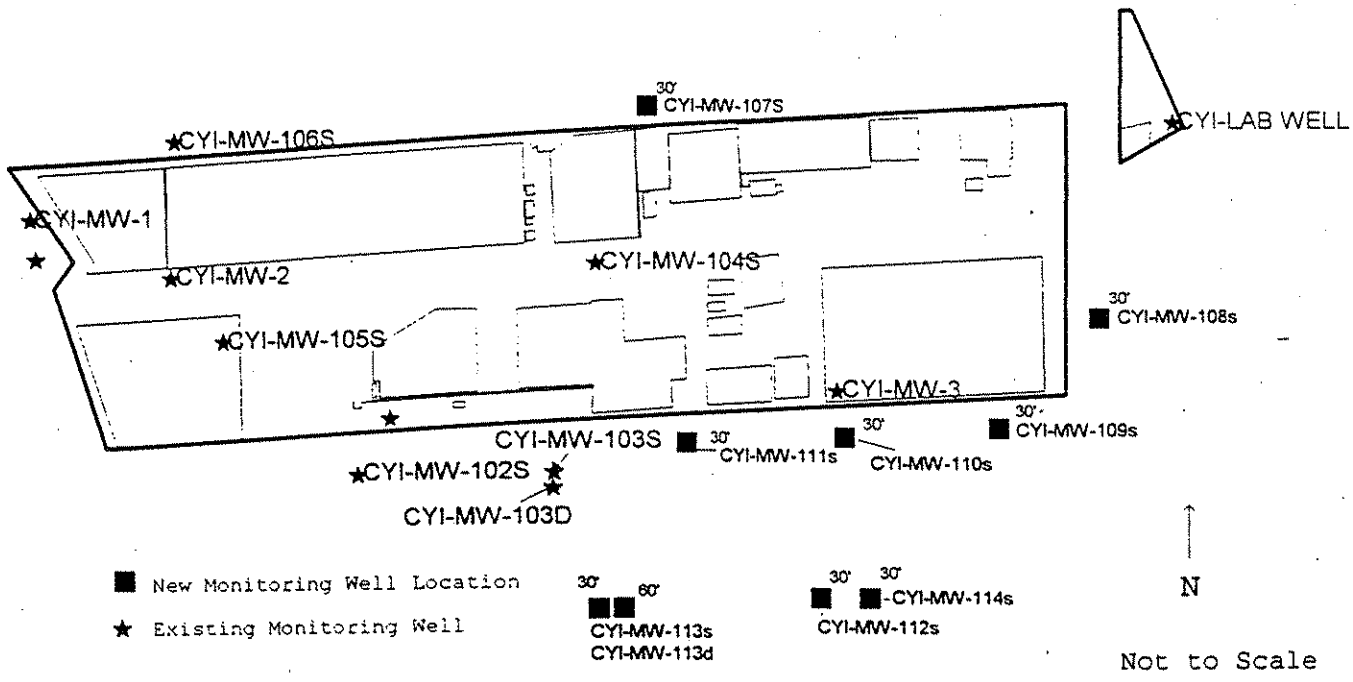
EXHIBIT A

YAKIMA RAILROAD AREA SITE DIAGRAM

(Including Subfacilities)



Cameron Yakima, Inc
Monitoring Well Location Map
July 7, 1998



Exact locations to be identified in field

EXHIBIT B

SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK

CYI Monitoring Well Workplan
July 14, 1998

Site Location:

Cameron-Yakima, Inc. (CYI), Yakima, Washington. However, these nine (9) proposed new groundwater monitoring wells will be installed off-site; one (1) to the north of CYI (upgradient), one (1) to the east of CYI (cross-gradient), and seven (7) south of CYI (downgradient).

Refer to attached Figure 1 for approximate well locations and depths. Exact locations will be spotted in the field by the Ecology Site Manager.

Introduction:

The components of this project consist of mobilization, demobilization, site preparation, installation of groundwater monitoring wells, development of all wells, and the containerization and transport of cuttings, decontamination, and disposal water, onto the CYI facility for storage. Disposal of cuttings, decontamination and disposal water will be Ecology's responsibility.

The objective of this work is to construct monitoring wells to assist in characterization of the Cameron-Yakima, Inc. site.

Two-inch-diameter monitoring wells will be installed in the locations identified on Figure 1. Total footage of all wells will not exceed 330 feet. All wells will be constructed in accordance with Chapter 173-160 WAC, Part 3-Resource Protection Wells. Higher standards or procedures as called out in these specifications shall prevail.

Ecology will be responsible for obtaining site access and identifying monitoring well locations. Driller and the on-site geologist will coordinate the work, access, and well locations with Rick Roeder, Washington Department of Ecology, (509) 454-7837.

The contractor/PLP group shall be responsible for location of utilities and underground facilities.

The contractor/PLP group shall be responsible for the submittal of well construction notifications (start cards), fees, and well construction records to the Ecology Central Regional Office -Water Resources Section.

Wells shall be sufficiently plumb, straight, and free from restrictions to allow a bailer or pump 1-3/4 inches diameter and 24 inches long to pass throughout the full length of the well. Contractor/PLP shall prove that the alignment and clearance are adequate prior to acceptance by

the Ecology site manager. This shall be demonstrated by lowering a 24" long by 1 ¾" round bailer to the bottom of each newly installed well in the presence of Rick Roeder or his designee.

During the course of drilling the Contractor/PLP shall be responsible for the care and maintenance of the well and shall maintain the site in such a manner that no undesirable materials are spilled, dripped, or introduced into the well by any means whatsoever. Drilling equipment shall be cleaned with a hot-water pressure washer prior to each boring. The Contractor/PLP shall provide new or clean used 55-gallon drums for the storage of the cuttings, decontamination water, and development water in designated areas at the direction of the Ecology Site Manger. Ecology shall be responsible for the final disposal of cuttings, decontamination, and development water.

Geologic Samples:

The Contractor/PLP will be required to have an on-site geologist that will inspect soil cutting from the auger and prepare a drilling lithologic log and prepare monitoring well construction detail drawing for each well.

Geologic samples for physical inspection, classification, and chemical analyses may be collected during drilling by Ecology. Samples will be collected from boring return cuttings and/or grab samples from auger flights. Other sampling devices, such as split-spoon samplers, will not be used for the collection of geologic samples. If soil samples are collected and preserved by Ecology, Ecology personnel will be responsible for Chain of Custody preparation and any physical or chemical analytical costs at Ecology's designated testing laboratory.

Construction Specifications for Wells:

- 2-inch ID diameter
- Flush-threaded, Schedule 40 PVC screen, 0.20" factory slotted
- Twenty-foot screen sections will be installed in the shallow (water table) wells that will be 30' deep with screens from 10 to 30 feet below grade. Ten-foot screen sections will be installed in the deep wells that will be 60' deep with screen sections from 50 to 60 feet below grade.
- Bore hole diameter of an adequate size to allow for 2" to 3" of filter pack around all sides of the PVC casing. (approximately 8 ½" or 9" diameter)
- Sand pack consisting of 20-10 silica sand or equivalent, installed continuously over the screened interval to at least three feet above the top of the screen.
- Bentonite Seal (2 feet thick minimum) from the top of the sand pack to within three feet of the ground surface.
- Neat cement from two feet below ground to the surface.
- PVC Casing shall be flush with the ground surface.
- PVC Casing shall be cut square and smooth.

- A traffic-rated flush-grade surface protective covering and lock will be installed to prevent outside tampering.

Decontamination:

All drilling tools, equipment, casing, and screens shall be steam cleaned or factory sealed before arriving on site. Drilling tools and equipment will be thoroughly cleaned with a hot-water pressure washer prior to each boring.

Drill cuttings, decontamination and development water shall be stored in clearly labeled DOT-approved 55-gallon drums and placed in designated areas at the direction of the Ecology Site Manger. Labels shall bear the name of Washington State Department of Ecology as the generator of the soil/water, and each container will list the well number that the soil or water came from.

Well Development:

The wells shall be developed by the Contractor/PLP using the surge method, whereby a plug of inert material is moved gently up and down in the well. Well development shall be carried out by the Contractor/PLP until the discharge is free of suspended solids as determined by the Ecology Site Manager. Other well development methods may be used upon the approval of the Ecology Site Manager.

Health and Safety:

Hart hats, steel-toed shoes, adequate gloves, and safety glasses are to be worn during all drilling activities.

Site Cleanup:

Upon completion of work at the site, all debris and excess material resulting from the drilling work shall be removed from the construction site. The site shall be restored back to its original condition.

Originally drafted by Rick Roeder – WA, DOE
Edited by Frank Fossati – Shell Oil Company

File name: cyimonit.doc.....07.14.1998

EXHIBIT C

YAKIMA RAILROAD AREA
SITE HISTORY

YAKIMA RAILROAD AREA SITE HISTORY

The Yakima Railroad Area (YRRA) is a six square mile area located along the Burlington Northern Santa Fe Railroad main line in the Cities of Yakima and Union Gap, Washington (Figure 1). During routine inspections of industrial sites located within the YRRA during the 1980s, the United States Environmental Protection Agency (EPA) discovered PCE in soil and groundwater in the area. According to Ecology files, contamination of groundwater by PCE was first detected during sampling for a site inspection at the Rainier Plastics facility, near Nob Hill Boulevard in the central part of the YRRA. The results of the site inspection indicated that the groundwater contamination discovered could be attributed to an off-site source.

In 1988, Black & Veatch Waste Management, Inc., conducted a preliminary investigation of the Cameron-Yakima site, in the central part of the YRRA, and identified elevated levels of PCE in soils (Black & Veatch 1989). PCE soil contamination had also been detected by EPA at the Woods Industries site in the southern part of the area, and at a number of other facilities in the area that had managed PCE (including dry cleaners, machine shops and former pesticide facilities). In 1989 EPA contracted with Ecology and Environment (E&E) to conduct a soil-gas survey to provide a screening level assessment of PCE in soil/groundwater throughout the area (E&E 1989).

The 1989 E&E report identified the following four sites known to have managed or used PCE as potential sources of contamination: Nu-Way Cleaners, U-Haul, Cameron-Yakima, and Woods Industries. Two additional soil-gas anomalies were identified between the Cameron--Yakima and Woods Industries sites, but no obvious sources were identified.

In February 1991, Science Applications International Corporation (SAIC), under contract to Ecology, submitted recommendations to Ecology regarding the additional work required to identify PCE sources and to better determine the extent of PCE contamination in the YRRA. In the fall of 1991, Ecology notified nine entities (including Cameron-Yakima Incorporated, Nu-Way Cleaners, Hahn Motor Company, Frank Wear Cleaners, Yakima County (Crest Linen), Paxton Sales Corporation, U-Haul of Inland Northwest, and Briar Development) that they might be listed as Potentially Liable Persons (PLPs) for the YRRA under Chapter 70.105D RCW. Final PLP determinations were made by Ecology in 1991 for U-Haul, Paxton Sales, Frank Wear Cleaners, Nu-Way Cleaners, Cameron-Yakima, CMX Corporation, Yakima County, Briar Development, Hahn Motors, Burlington Northern Railroad (Woods Industries/Crop King), Agri-Tech, and Fifth Wheel Truck Repair. Since then, final PLP determinations were made for Southgate Laundry, the Banks Property, Westco Martinizing, Adeline Property, the railroad roundhouse, and Elliot Tire.

On February 11, 1992, Ecology issued an Emergency Enforcement Order to YRRA PLPs to provide bottled water to YRRA residents. Ecology considered this necessary because a large number of the residents in YRRA were using private domestic wells for their water supply. Representative sampling of 60 of these domestic wells confirmed the presence of PCE throughout the area. The wells were completed in the Yakima Gravel's and appeared to be withdrawing groundwater contaminated with PCE. In 1993, Ecology commenced a program to extend the Yakima and Union Gap municipal water systems to over 1,100 homes in the YRRA. In 1995, water system construction under this program was completed.

Between mid-1992 and mid-1995, Ecology issued Enforcement and Agreed Orders to most YRRA sub-facilities to perform source control work. Source control work for most facilities involves further identification of the extent of soil and groundwater contamination at the specific sites and interim actions designed to stop ongoing releases from soil to groundwater. The sub-facilities under Enforcement or Agreed Orders for source control work are Cameron-Yakima, Inc., Frank Wear Cleaners, Fifth Wheel Truck Repair, U-Haul, Paxton Sales, Nu-Way Cleaners, Southgate Laundry, and Westco Martinizing.

Site investigations have resulted in *de minimis* settlements for the Yakima County (Crest Linen), Briar Development, Paxton Sales and CMX sites. Source control at the Goodwill Industries site has been addressed by the City of Yakima through a prospective purchaser agreement with Ecology. The Elliott Tire and Adeline sites are addressing source control through an independent remediation program (IRAP). Ecology will carry out further source control as new sources are identified. Facilities other than those mentioned above may also be contributing or may have contributed to groundwater quality degradation, but the magnitude of the increase is less known.

EXTENT OF CONTAMINATION

A number of soil, groundwater, and surface water quality investigations have been conducted within or near the YRRA during the last ten years. Many of the early studies during this period were focused on identifying potential soil and groundwater contamination from pesticide formulation, storage facilities, or underground petroleum product storage tanks. Although low

levels of PCE were identified in groundwater during these studies, the potential number of PCE sources in the YRRA was not understood until after the soil gas investigation conducted by E&E (1989) was completed. Based on investigations conducted through July 1996, Ecology has identified 19 source areas or subfacilities for PCE contamination in the YRRA. These facilities are Agri-Tech, Inc., Frank Wear Cleaners, Fifth Wheel Truck Repair, Hahn Motors, Westco Martinizing, Yakima Valley Spray (U-Haul), Cameron-Yakima, Inc., Nu-Way Cleaners, Paxton Sales, Woods Industries/Crop King, Southgate Laundry, Elliot Tire Center, Crest Linen, Briar Development, CMX Corporation, BNNR Roundhouse, Banks Property (J.C. Penney), Adeline Property, and Goodwill Industries (Figure 1).

At each of the subfacilities, PCE is/was present in both soil and groundwater. While the full extent of the contamination is not presently understood, source control work including soil and groundwater sampling has occurred at most of the subfacilities. Figure 2 presents a summary of the levels of soil and groundwater contamination identified at these facilities to date. An area-wide Remedial Investigation expected to be completed in early 1999 will synthesize existing data and gather necessary new information to fully characterize the extent of the contamination.

PHYSICAL SETTING

Location: The YRRA Potentially Affected Vicinity and its subfacilities are shown in Figure 1. Present usage of the 6 square mile area includes industrial, commercial, and residential areas. Industrial areas are used for agricultural, manufacturing and/or processing purposes. Commercial areas are described as being used for providing retail or wholesale goods and/or

services. Residential areas are described as houses, apartments and other private dwellings.

Geology/Hydrogeology: The YRRA lies in the Yakima fold belt of the southwestern Columbia Basin. The fold belt includes a series of ridges and valleys running diagonally from east to west. The City of Yakima and the town of Union Gap lie in the valley between the Yakima Ridge to the north and the Ahtanum/Rattlesnake Ridge to the south. The Yakima River bisects these ridges at Selah Gap in the north and Union Gap in the south.

Yakima Gravel extends from approximately 20 to 200-feet bgs. This formation consists of coarse-grained sands, gravels and cobbles of fluvial, alluvial and preglacial origin associated with the present and ancestral Yakima River. The Yakima Gravel is often quite stratified and can consist of semi-cemented gravels and silt/clay lenses alternating with more permeable gravel layers. It is especially permeable near the river but becomes less permeable to the west as it grades into older, more cemented, slightly more fine-grained terrace deposits, termed the Thorp Gravel by Bently and Campbell (1983). This differentiation was mapped by the U.S. Geological Survey (USGS, 1986).

The Upper Ellensburg Formation extends approximately 200 to 1,500-feet bgs. This formation consists chiefly of volcaniclastic, poorly cemented gravel, sand, silt and clay overlying and occasionally interbedded with the Pamona Basalt. This volcaniclastic detritus may include mudflow and ash deposits from the ancestral Cascade Mountains.

The Pamona Basalt begins at about 1,500-feet bgs. This formation is the youngest member of the Columbia River Basalt Group encountered beneath the Yakima River Valley. The dense,

fine textured basalt occurs as individual flows, typically from 20 to 200-feet thick with a cumulative thickness of approximately 5,000-feet (USGS, 1986).

Surface Water: The YRRA is not located directly adjacent to any permanent surface water bodies. However, the Yakima Basin is bounded by the Yakima River in the east, the Naches River in the north, and Ahtanum Creek in the south. The Yakima River is between 1,500 to 3,000 feet east of the eastern boundary of the YRRA. The Naches River is approximately 6,000 feet north of the northern boundary of the YRRA. Ahtanum Creek is within 500 feet of the southwest corner of the YRRA. The Yakima River is the major surface water body in the vicinity. As the river approaches Union Gap at the south end of the basin, it becomes a gaining stream as recharge from groundwater makes up approximately 25 percent of the river's total flow (Woodward-Clyde, 1995).

Groundwater: The Yakima area aquifers are located in the Yakima Gravel, in the upper part of the Ellensburg Formation, and in the interbeds and fracture zones on the Pamona Basalt. The most productive aquifers are located in the basalt and are generally used for irrigation needs (Foxworthy, 1962). Wells in the Yakima Gravel are small yield domestic wells and high yield irrigation, municipal, and industrial wells. The water table is typically encountered at less than 20 feet below grade, depending on the elevation, seasonal variations, and irrigation-related recharge patterns. The shallow alluvial aquifer is unconfined and the deeper aquifers within the Ellensburg and Columbia River Basalt are typically confined by low-permeability strata. Both confined and unconfined aquifers may be quite productive and are locally capable of producing more than 1,000 gallons per minute (gpm).

Groundwater flow in the Yakima area is influenced by the local geology. Groundwater flows from the ridges, down the Yakima Valley, and moves southeast toward the Yakima River. In the vicinity of the river, where the Yakima Gravel's are more permeable, groundwater flow becomes sub-parallel to the river course and assumes a more southerly orientation (Hart-Crowser, 1994). Throughout most of the YRRA, however, horizontal groundwater flow is from the northwest to the southeast (Woodward-Clyde, 1995).

The alluvial aquifer discharges into the Yakima River near Union Gap. The vertical groundwater flow direction and gradient is typically upward and artesian flow is commonly observed in wells completed at depths of a few hundred feet or more (USGS, 1994).

Water levels in the alluvial aquifer increase markedly following the filling of irrigation canals and ditches in April of each year. Increases of up to 4 feet are common and increases of 7 feet and more have been documented in the Union Gap area. Available data suggest that while these increases may create local changes to the groundwater flow direction, they do not appear to distort the regional northwest to southwest flow direction observed throughout most of the YRRA.

CAMERON YAKIMA, INC.

Cameron Yakima, Inc. (CYI) is one of 19 subfacilities in the YRRA for which Ecology found credible evidence of releases of hazardous substances including volatile and semi-volatile organics, metals, and pesticides. The CYI facility is located at 1414 South First Street in Yakima, Washington (Exhibit A). CYI operated a carbon regeneration/reactivation facility at its present

location since 1953. The company initially produced virgin activated carbon for a range of air filtration applications such as fruit warehouse conditioning and commercial heating and ventilation. Over time, Cameron expanded the operation to include regeneration of spent carbon through the use of steam retorts.

In 1976, CYI acquired its first multiple hearth furnace for direct flame thermal activation, thereby beginning the transition from steam to thermal treatment of the carbon. By 1977, CYI began regenerating spent carbon containing hazardous substances (Hart Crowser Facility History 2/9/95 at 2). CYI did not keep accurate records of the specific constituents contained in spent carbon until 1986. (Id. at 25).

By 1986, the operation included a rotary kiln and multiple hearth furnace. In 1988, CYI constructed an in-ground concrete transfer tank designed to hold an accumulation of carbon, process water, and storm water. (Id. at 22). This transfer tank remained in use until 1994, when CYI constructed a new aboveground transfer tank. CYI operated as a RCRA TSD (transportation, storage and disposal) facility with "interim status." CYI did not obtain a RCRA Part B permit. On May 30, 1997, Ecology terminated CYI's interim status, prohibiting the facility from receiving any RCRA- regulated hazardous waste.

Environmental Issues: Environmental investigations of the CYI facility date back to 1988 and include the following: a Soil Investigation by Black and Veatch, 1988; Soil Gas Investigation by Ecology & Environment, 1989; Groundwater Investigations by Delta, 1989 and 1990; Preliminary Environmental Assessment by Hart Crowser, 1993; Draft Remedial Investigation by

Hart Crowser, 1995. These investigations identified a variety of hazardous materials in both soils and groundwater at the CYI facility.

Potential sources of the contamination include (1) waste handling practices prior to the facility being paved in 1989; (2) releases from the in-ground transfer tank; (3) spills and 4) air emissions.

Prior to 1989 the CYI facility was unpaved. A variety of inspections by both EPA and Ecology document a large, deep layer of "black sludge" throughout the entire facility. Due to poor record keeping by CYI it is not possible to know for sure the contaminants present at the facility during this time. However, inspection records indicate numerous drums of PCE contaminated wastes from a company called AAD Distribution and Dry Cleaning. Former staff also indicated that numerous spills were reportedly cleaned up by shoveling the spilled carbon into the furnace hopper (LaFontaine, CYI). Later inspections, including a July 1989 RCRA facility inspection, indicate the existing transfer tank was not sealed at the time of inspection. This tank was used as a "mixing" point where carbon entering the facility was transferred into prior to introduction into the kiln units. Sampling of the concrete tank walls and the soils under the tank during the 1996 tank closure confirmed the presence of Cis-1,2-Dichloroethene; Tetrachloroethene; Trichloroethene; Dioxins; 4,4'-DDD; 4,4'-DDE; 4,4'-DDT; Heptachlorepoxide; Benzo(g,h,I)pyrene; Dibenzo(a,h)anthracene; Fluoranthene; and PAHs . Other soil sampling efforts at the facility have detected a much longer list of contaminants.

Potentially Liable Parties: In late 1994 Ecology began sending initial notice letters to customers of the CYI subfacility. These customers all shipped granular activated carbon which contained PCE to the CYI Facility for treatment prior to May 5, 1995.

On July 19, 1995, Ecology issued an Enforcement Order to the 13 largest CYI customers whom Ecology believed sent carbon shipments containing PCE to CYI. A group of the named parties hired a consultant, Kleinfelder, Inc., to conduct a search for additional potentially responsible parties (PLPs). Kleinfelder reviewed all of the relevant documents at CYI. Kleinfelder found almost no documentation regarding the content of shipments containing hazardous substances prior to 1986, and only limited documentation of shipments between 1986 and 1990 (Galloway Declaration 6/2/95).

Ecology reviewed Kleinfelder's analysis and named additional PLPs where Ecology determined that there was credible evidence of PCE content in the PLPs shipments. However, Ecology determined that there was inadequate data to determine the PCE content of the vast majority of hazardous waste shipments between 1977 and 1990. In total, Ecology has named as PLPs 169 generators who shipped carbon filters to CYI.

In 1997, Ecology sent PLP notices to seven other CYI customers, each of which sent over 500,000 pounds of carbon contaminated with hazardous substances other than PCE. In 1998, Ecology sent PLP notices to Mr. Wiley Hurst, sole shareholder and officer of CYI, and to Mr. Robert Hanson, former shareholder and officer of CYI at the time of releases.

On February 5, 1997, CYI filed a petition for protection under Chapter 11 of the U.S. Bankruptcy Code. On June 5, 1998, the Court converted the case to Chapter 7 placing the company in the hands of the Chapter 7 trustee, Mr. Greg Beeler. At present, the CYI facility is not operating, and all inventory and assets have been removed. Contaminated soil remains on site and presents a risk to human health and the environment.

CAMERON-YAKIMA, INC.
CONTAMINANTS DETECTED

SOIL

Dioxins/Furans

1234678-HpCDD
1234678-HpCDF
OCDD
OCDF
Total TCDD Equivalent
Total HpCDF
Total HpCDD

Metals

Antimony
Arsenic
Barium
Beryllium
Cadmium
Chromium
Cobalt
Copper
Cyanide
Lead
Mercury
Nickel
Selenium
Silver
Tin
Vanadium
Zinc

Organochlorine Pesticides

4,4-DDD
4,4-DDE
4,4-DDT
Phorate
Toxaphene

Seimvolatiles

1,2-Dichlorobenzene
1,4-Dichlorobenze
2-Methylnaphthalene
2-Methylphenol
3- and/or 4-Methylphenol
Acenaphthylene
Acetophenone
Anthracene
Benzo(a)anthracene
Benzo(a)pyrene
Benzo(a) fluoranthene
Benzoic Acid
bis(2-Ethylhexyl)phthalate
Chrysene
Di-n-Butylphthalate
Di-n-Octylphthalate
Dibenzo(a,h)anthracine
Dibenzofuran
Diethylphthalate
Flouranthene
Naphthalene
Phenanthrene
Phenol
Pyrene
Total cPAH's

Volatiles

Benzene
1,1-Dichloroethene
1,2-Dichloroethene
2-Butanone
Carbon Disulfide
Cis-1,2-Dichloroethene
Ethylbenzene
Tetrachloroethene
Toluene
1,1,1-Trichloroethane
Trichloroethene
Vinyl Chloride
Xylene

GROUNDWATER

Metals (dissolved)

Barium
Copper
Lead
Nickel
Zinc

Organophosphate Pesticides

Dimethoate

Semivolatiles

1,4-Dioxane
bis(2-Ethylhexyl)phthalate
Di-n-Butylphthalate

Volatiles

1,1,1-Trichloroethane
1,2-Dichloroethene
Chloroform
Chloromethane
Cis-1,2-Dichloroethene
Tetrachloroethene
Trichloroethene

EXHIBIT D

TRUST AGREEMENT

YAKIMA RAILROAD AREA

QUALIFIED SETTLEMENT

FUND TRUST

THIS DECLARATION OF TRUST, is made and entered into by and among the Grantors listed on Schedule A, which is attached hereto and by this reference incorporated herein, ("Grantors"), and Bank of America NW, N.A. doing business as Seafirst Bank ("Trustee"), pursuant to certain Consent Decrees between the Grantors and the State of Washington, Department of Ecology, which have been or are to be entered by the U.S. District Court (E.D. Wash), (the "Consent Decrees").

WITNESSETH:

WHEREAS, the Grantors together have agreed to transfer, assign, and convey to the Trustee the sum of $760,000, in trust, pursuant to the terms of the Consent Decrees and this Agreement; and

WHEREAS, funds transferred by the Grantors shall constitute the initial corpus of the trust hereby created and shall be held, invested, and distributed pursuant to the terms of this Agreement, it is therefore agreed as follows:

I. Trust Estate. The Trust Estate, as that term is used in this trust, shall consist of the following:

1. The assets transferred to the Trustee by the parties as hereinabove provided; and

2. Any funds transferred to the Trustee by any other person or entity; and

3. The proceeds, investments, and reinvestments of the assets so transferred to the Trustee.

II. Trust Purpose. The primary purpose of the trust is collecting and disbursing amounts for environmental remediation of an existing waste site ("Yakima Railroad Area"), as referenced in the Consent Decrees. All contributors to the trust have at the time of contribution actual or potential liability or a reasonable expectation of liability under federal, state, or local environmental laws for environmental remediation of the waste site, and such liability of each Grantor is extinguished by their contribution to this trust.

III. Distributions. The Director of the Department of Ecology, or the Director's designee, hereinafter referred to as the "Director", has sole power to direct the Trustee and the distribution

of the Trust Estate in the manner hereinafter provided for. The Trust Estate shall be distributed by the Trustee from time to time as directed by the Director to achieve the purposes set forth in the Consent Decrees. The Trustee may rely with acquittance upon any direction of payment made by the Director.

IV. Duration. This trust shall continue until the Trust Estate has been distributed for the activities and purposes set forth herein. If the Trust Estate has not been wholly distributed by the time such activities are deemed by the Director to be complete, and it is determined by the Director that there will be no further need to distribute funds pursuant to Consent Decrees which will exhaust the funds, then all such remaining funds shall be delivered to the State of Washington, Department of Ecology, at the order of the Director.

V. Irrevocable Nature of Trust. The trust created by this Agreement shall be deemed irrevocable and the Grantors shall have no right whatsoever to alter, amend, revoke, or terminate this Trust Agreement in whole or in part. Further, it is the intention of the parties to transfer to the Trustee all of their interest in the Trust Estate. Therefore, the parties and any other person or entity transferring assets to the Trustee hereunder, do hereby assign to the Trustee all right, title, and interest in and to the Trust Estate and relinquish all administrative power over the Trust Estate or any power to control the beneficial enjoyment of the trust assets.

VI. Trustee. The Trustee is hereby directed to invest and reinvest the trust assets as it from time to time deems prudent. Provided, however, that the Trustee's power to invest the trust assets shall be limited in the same manner as the ability of persons investing funds on behalf of municipalities within the State of Washington is limited pursuant to RCW 36.29.020, et seq.

VII. Taxability. This trust is intended to be a qualified settlement fund within the meaning of Internal Revenue Code §468B.

VIII. Statement for Tax Purposes. The Grantors together or a representative of the Grantor group (Contributor) shall provide the following information to the Trustee no later than February 15 of the year following each calendar year in which the Grantor group or its representative (or an insurer or any person on behalf of the Grantor) makes a transfer to trust:

1. A legend, '§1.468B-3 Statement', at the top of the first page;

2. The Grantor's name, address, and taxpayer identification number;

3. The U.S. District Court cause number under which the Consent Decree was entered, and pursuant to which the transfer was made;

4. The qualified settlement fund's name, address, and employer identification number;

5. The date of each transfer;

6. The amount of cash transferred; and

7. A description of property transferred and its fair market value on the date of transfer.

Each Grantor recognizes that there is a requirement for them to independently comply with certain federal income tax reporting obligations related to their contribution to this trust, and each Grantor acknowledges their responsibility for separately meeting that obligation.

IX. Powers and Duties of Trustee. Except as specifically restricted hereunder, the Trustee shall have all duties, powers, and rights imposed and granted by the laws of the State of Washington.

In addition to the duties, powers, and rights imposed and granted by law, the Trustee shall have (unless specifically restricted herein) the power and the exercise of discretion in the application thereof to:

1. Determine the allocation of receipts and expenses between income and principal in accordance with the Washington Principal and Income Act;

2. Rely with acquittance upon the advice of counsel on questions of law;

3. Merge or combine any trusts hereunder with the trust or trusts otherwise established for the same purpose and substantially the same provisions, and thereafter administer and distribute such combined Trust Estate as one;

4. Appoint an ancillary trustee or agent to facilitate the management of assets located in another state, if any;

5. At any time to resign as Trustee of the trust created by this instrument without court proceeding, by delivering written notice of resignation as hereinafter provided;

6. To commence or defend at the expense of the trust such litigation with respect to the trust or any property of the trust as the Trustee may deem advisable;

7. Compromise, submit to arbitration, release with or without consideration, and otherwise adjust any claims in favor of or against the trust.

8. Use its discretion to select certain entities, including its own units and its subsidiaries, affiliates or others in which it has a direct or indirect interest ("Trustee affiliates"), and to engage in the following transactions with them:

(a) use them as brokers to execute securities transactions;

(b) purchase securities from and sell securities to them as dealers in principal transactions; and,

(c) purchase securities from and sell securities to any of them as underwriters, syndicate members, market-makers, or in any other similar capacities, either during the life of any securities syndicate of which Trustee or a Trustee affiliate is a member or after its close.

It is understood and agreed that Trustee and Trustee affiliates can receive commissions, fees and other direct or indirect benefits for engaging in transactions described in the preceding paragraphs that are in addition to the fees Trustee receives for providing services under this Agreement. For example, Trustee and Trustee affiliates may receive brokerage commissions for executing securities trades; markups or markdowns in principal transactions; compensation for acting as underwriter, syndicate member or marketmaker; and other benefits such as those resulting from order flows in brokerage transactions. Trustee or a Trustee affiliate can receive direct or indirect benefits from the purchase of securities through another member of the same syndicate in which the Trustee or a Trustee affiliate is associated. Furthermore, Trustee, Trustee affiliates, their representatives or other entities affiliated with any of them, may from time to time have long or short positions and buy or sell securities of issuers whose securities are the subject of securities transactions for the Trust. As permitted by law, any rules of or under applicable banking, securities, trust or other laws prohibiting and/or restricting in any way a trustee from dealing with itself, or from dealing with respect to any matter in which it may or does have a personal interest, do not apply to the Trustee to the extent the Trustee's actions are authorized under this paragraph.

X. Resignation. The Trustee shall have the right to resign at any time by delivering its resignation in writing to the Director, such resignation to take effect ninety (90) days after delivery of its resignation, or, if earlier, upon the acceptance of appointment in writing by a successor Trustee approved by the Director. Provided, however, any successor Trustee shall be a national bank, trust company, or corporation authorized to conduct trust business within the State of Washington and at the time of its appointment have assets of not less than One Hundred Million Dollars ($100,000,000.00) of trust funds.

Any successor Trustee appointed under this article shall, upon appointment, immediately succeed to all powers, rights, discretions, obligations, and immunities of the Trustee under this Agreement with the same effect as though successor Trustee were originally named as Trustee in this Agreement.

XI. Compensation. The Trustee shall be entitled to receive compensation in accordance with its fee schedule in effect when the services are rendered, or as agreed upon in writing by the Director and the Trustee from time to time, and the Trustee shall charge the Trust Estate in payment of that compensation.

XII. Governing Law. This Trust Agreement shall be administered, construed, and enforced according to the laws of the State of Washington. Should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions of this Agreement shall be and continue to be fully effective.

XIII. Notices. Any notices or other communication required or permitted by this Agreement to be delivered to or served on the Trustee shall be deemed properly delivered to, or served on, and received by the Trustee when personally delivered to the trust officer of the Trustee assigned to administer this trust, or in lieu of such personal service, when deposited in the United States mail, certified mail with postage prepaid, addressed to the Trustee at P. 0. Box 24565, Seattle, Washington 98124 (Attention Trust Department).

Any notices or other communications required or permitted by this Agreement to be delivered to or served on the Department of Ecology shall be deemed properly delivered to, or served on, and received by the Department of Ecology when deposited in the United States mail, certified mail with postage prepaid, addressed to the Director, Department of Ecology, P. 0. Box 47600, Olympia, Washington 98504, or its designee.

XIV. Counterparts. This Agreement may be executed in a number of counterparts, and all so executed shall constitute one agreement binding on all parties, notwithstanding that all the parties are not signatory to the original or the same counterpart. Each of the individuals executing this Agreement represent and warrant that each has full power and actual authority to enter into this Agreement on behalf of and to legally bind the party for whom they sign.

IN WITNESS WHEREOF, the parties to this Agreement have each signed it on the date next to the respective party's signature, and this Agreement is effective as to that party when signed, irrespective of whether all parties have then signed.

STATE OF WASHINGTON
Department of Ecology

By _____
Signature

Name: MARK TORSON

Title: Assistant Attorney General

Date: 4/30/99

BANK OF AMERICA NW, N.A.
dba Seafirst Bank, as Trustee

By _____
Signature

Name: _____

Title: _____

Date: _____

ATLANTIC RICHFIELD COMPANY

By Mark C. Dangler
(Signature)

Mark C. Dangler
(Printed Name)
Title: Environmental Manager
Date: 12/17/95

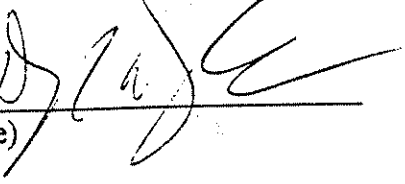
mcf

EXXON CO., U.S.A.

By _____ for
(Signature)

G T. Theriot
(Printed Name)
Title: Manager, Environmental and Safety
Date: 11/13/98

GENERAL ELECTRIC PLASTICS

By 
(Signature)

Douglas A. Johns
(Printed Name)

Title: Senior Counsel - EHS Programs

Date: January 25, 1999

CHEVRON

By Cathy S. Robie
(Signature)

Cathy S. Robie
(Printed Name)
Title: Supervisor Team Leader
Date: December 1, 1998

MINNESOTA MINING &
MANUFACTURING CO.

By R.A. Pascake
(Signature)

ROBERT A. PASCAKE
(Printed Name)
Title: Manager, Corp. Env. Programs
Date: 11/25/98

SHELL COMPANIES

By Frank R Fossati
(Signature)

Frank R. Fossati
(Printed Name)
Title: Remediation Manager
Date: 11-9-98

Exhibit D-11

SCHEDULE A

The initial Grantors of the Yakima Railroad Area Qualified Settlement Fund Trust are set forth below. Other Grantors may contribute to this Qualified Settlement Fund Trust pursuant to the entry of further Consent Decrees relating to the remediation of the Yakima Railroad Area site, whereupon those Grantors will be fully bound by the terms of this Agreement as if they had been initially listed on this Schedule A.

PLP GROUP GRANTORS		PAYMENT
Atlantic Richfield Company	}	
Chevron	}	
Exxon Co., U.S.A.	}	
General Electric Plastics	}	
Minnesota Mining & Manufacturing Co.	}	
Shell Companies	} =	$760,000.00

EXHIBIT E

COVERED SUBSTANCES

RCRA 206

Appendix IX—Ground-Water Monitoring List

APPENDIX IX—GROUND-WATER MONITORING LIST[1]

Common name[2]	CAS RN[3]	Chemical abstracts service index name[4]	Suggested methods[5]	PQL (µg/L)[6]
Acenaphthene	83-32-9	Acenaphthylene, 1,2-dihydro-	8100 8270	200 10
Acenaphthylene	208-96-8	Acenaphthylene	8100 8270	200 10
Acetone	67-64-1	2-Propanone	8240	100
Acetophenone	98-86-2	Ethanone, 1-phenyl	8270	10
Acetonitrile; Methyl cyanide	75-05-8	Acetonitrile	8015	100
2-Acetylaminofluorene; 2-AAF	53-96-3	Acetamide, N-9H-fluoren-2-yl-	8270	10
Acrolein	107-02-8	2-Propenal	8030 8240	5 5
Acrylonitrile	107-13-1	2-Propenenitrile	8030 8240	5 5
Aldrin	309-00-2	1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-(1α,4α,4aβ,5α,8α,8aβ)-	8080 8270	0.05 10
Allyl chloride	107-05-1	1-Propene, 3-chloro-	8010 8240	5 100
4-Aminobiphenyl	92-67-1	[1,1'-Biphenyl]-4-amine	8270	10
Aniline	62-53-3	Benzenamine	8270	10
Anthracene	120-12-7	Anthracene	8100 8270	200 10
Antimony	(Total)	Antimony	6010 7040 7041	300 2,000 30
Aramite	140-57-8	Sulfurous acid, 2-chloroethyl-, 2-[4-(1,1-dimethylethyl)phenoxy]-1-methylethyl ester)	8270	10
Arsenic	(Total)	Arsenic	6010 7060 7061	500 10 20
Barium	(Total)	Barium	6010 7080	20 1,000
Benzene	71-43-2	Benzene	8020 8240	2 5
Benzo[a]anthracene; Benzanthracene	56-55-3	Benz[a]anthracene	8100 8270	200 10
Benzo[b]fluoranthene	205-99-2	Benz[e]acephenanthrylene	8100 8270	200 10
Benzo[k]fluoranthene	207-08-9	Benzo[k]fluoranthene	8100 8270	200 10
Benzo[ghi]perylene	191-24-2	Benzo[ghi]perylene	8100 8270	200 10
Benzo[a]pyrene	50-32-8	Benzo[a]pyrene	8100 8270	200 10
Benzyl alcohol	100-51-6	Benzenemethanol	8270	20
Beryllium	(Total)	Beryllium	6010 7090 7091	3 50 2
alpha-BHC	319-84-6	Cyclohexane, 1,2,3,4,5,6-hexachloro-(1α,2α,3β,4α,5β,6β)-	8080 8250	0.05 10
beta-BHC	319-85-7	Cyclohexane, 1,2,3,4,5,6-hexachloro-(1α,2β,3α,4β,5α,6β)-	8080 8250	0.05 40
delta-BHC	319-86-8	Cyclohexane, 1,2,3,4,5,6-hexachloro-(1α,2α,3α,4β,5α,6β)-	8080 8250	0.1 30

APPENDIX IX—GROUND-WATER MONITORING LIST[1]—Continued

Common name[2]	CAS RN[3]	Chemical abstracts service index name[4]	Suggested methods[5]	PQL (µg/L)[6]
gamma-BHC; Lindane	58-89-9	Cyclohexane, 1,2,3,4,5,6-hexachloro-(1α,2α,3β,4α,5α,6β)-	8080 8250	0.05 10
Bis(2-chloroethoxy)methane	111-91-1	Ethane, 1,1'-[methylenebis(oxy)]bis[2-chloro-	8270	10
Bis(2-chloroethyl) ether	111-44-4	Ethane, 1,1'-oxybis[2-chloro-	8270	10
Bis(2-chloro-1methylethyl)ether; 2,2'-Dichlorodiisopropyl ether	108-60-1	Propane, 2,2'-oxybis[1-chloro-	8010 8270	100 10
Bis(2-ethylhexyl) phthalate	117-81-7	1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl)ester	8060 8270	20 10
Bromodichloromethane	75-27-4	Methane, bromodichloro-	8010 8240	1 5
Bromoform; Tribromomethane	75-25-2	Methane, tribromo-	8010 8240	2 5
4-Bromophenyl phenyl ether	101-55-3	Benzene, 1-bromo-4-phenoxy-	8270	10
Butyl benzyl phthalate; Benzyl butyl phthalate	85-68-7	1,2-Benzenedicarboxylic acid, butyl phenylmethyl ester	8060 8270	5 10
Cadmium	(Total)	Cadmium	6010 7130 7131	40 50 1
Carbon disulfide	75-15-0	Carbon disulfide	8240	5
Carbon tetrachloride	56-23-5	Methane, tetrachloro-	8010 8240	1 5
Chlordane	57-74-9	4,7-Methano-1H-indene, 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro	8080 8250	0.1 10
p-Chloroaniline	106-47-8	Benzenamine, 4-chloro-	8270	20
Chlorobenzene	108-90-7	Benzene, chloro-	8010 8020 8240	2 2 5
Chlorobenzilate	510-15-6	Benzeneacetic acid, 4-chloro-α-(4-chlorophenyl)-α-hydroxy,ethyl ester	8270	10
p-Chloro-m-cresol	59-50-7	Phenol, 4-chloro-3-methyl-	8040 8270	5 20
Chloroethane; Ethyl chloride	75-00-3	Ethane, chloro-	8010 8240	5 10
Chloroform	67-66-3	Methane, trichloro-	8010 8240	0.5 5
2-Chloronaphthalene	91-58-7	Napthalene, 2-chloro-	8120 8270	10 10
2-Chlorophenol	95-57-8	Phenol, 2-chloro-	8040 8270	5 10
4-Chlorophenyl phenyl ether	7005-72-3	Benzene, 1-chloro-4-phenoxy	8270	10
Chloroprene	126-99-8	1,3-Butadiene,2-chloro-	8010 8240	50 5
Chromium	(Total)	Chromium	6010 7190 7191	70 500 10
Chrysene	218-01-9	Chrysene	8100 8270	200 10
Cobalt	(Total)	Cobalt	6010 7200 7201	70 500 10
Copper	(Total)	Copper	6010 7210	60 200
m-Cresol	108-39-4	Phenol, 3-methyl-	8270	10
o-Cresol	95-48-7	Phenol, 2-methyl-	8270	10
p-Cresol	106-44-5	Phenol, 4-methyl-	8270	10

APPENDIX IX—GROUND-WATER MONITORING LIST[1]—Continued

Common name[2]	CAS RN[3]	Chemical abstracts service index name[4]	Suggested methods[5]	PQL (µg/L)[6]
Cyanide	57-12-5	Cyanide	9010	40
2,4-D; 2,4-Dichlorophenoxyacetic acid	94-75-7	Acetic acid, (2,4-dichlorophenoxy)-	8150	10
4,4'-DDD	72-54-8	Benzene, 1,1'-(2,2-dichloroethylidene)bis[4-chloro-	8080 8270	0.1 10
4,4'-DDE	72-55-9	Benzene, 1,1'-(dichloroethylidene)bis[4-chloro-	8080 8270	0.05 10
4,4'-DDT	50-29-3	Benzene, 1,1'-(2,2,2-trichloroethylidene)bis[4-chloro-	8080 8270	0.1 10
Diallate	2303-16-4	Carbamothioic acid, bis(1-methylethyl)-, S-(2,3-dichloro-2-propenyl) ester	8270	10
Dibenz[a,h]anthracene	53-70-3	Dibenz[a,h]anthracene	8100 8270	200 10
Dibenzofuran	132-64-9	Dibenzofuran	8270	10
Dibromochloromethane; Chlorodibromomethane	124-48-1	Methane, dibromochloro-	8010 8240	1 5
1,2-Dibromo-3-chloropropane; DBCP	96-12-8	Propane, 1,2-dibromo-3-chloro-	8010 8240 8270	100 5 10
1,2-Dibromoethane; Ethylene dibromide	106-93-4	Ethane, 1,2-dibromo-	8010 8240	10 5
Di-n-butyl phthalate	84-74-2	1,2-Benzenedicarboxylic acid, dibutyl ester	8060 8270	5 10
o-Dichlorobenzene	95-50-1	Benzene, 1,2-dichloro-	8010 8020 8120 8270	2 5 10 10
m-Dichlorobenzene	541-73-1	Benzene, 1,3-dichloro-	8010 8020 8120 8270	5 5 10 10
p-Dichlorobenzene	106-46-7	Benzene, 1,4-dichloro-	8010 8020 8120 8270	2 5 15 10
3,3'-Dichlorobenzidine	91-94-1	[1,1'-Biphenyl]-4,4'-diamine, 3,3'-dichloro-	8270	20
trans-1,4-Dichloro-2-butene	110-57-6	2-Butene, 1,4-dichloro-, (E)-	8240	5
Dichlorodifluoromethane	75-71-8	Methane, dichlorodifluoro-	8010 8240	10 5
1,1-Dichloroethane	75-34-3	Ethane, 1,1-dichloro-	8010 8240	1 5
1,2-Dichloroethane; Ethylene dichloride	107-06-2	Ethane, 1,2-dichloro-	8010 8240	0.5 5
1,1-Dichloroethylene; Vinylidene chloride	75-35-4	Ethene, 1,1-dichloro-	8010 8240	1 5
trans-1,2-Dichloroethylene	156-60-5	Ethene, 1,2-dichloro-, (E)-	8010 8240	1 5
2,4-Dichlorophenol	120-83-2	Phenol, 2,4-dichloro-	8040 8270	5 10
2,6-Dichlorophenol	87-65-0	Phenol, 2,6-dichloro-	8270	10
1,2-Dichloropropane	78-87-5	Propane, 1,2-dichloro-	8010 8240	0.5
cis-1,3-Dichloropropene	10061-01-5	1-Propene, 1,3-dichloro-, (Z)-	8010 8240	20 5
trans-1,3-Dichloropropene	10061-02-6	1-Propene, 1,3-dichloro-, (E)-	8010 8240	5 5

APPENDIX IX—GROUND-WATER MONITORING LIST[1]—Continued

Common name[2]	CAS RN[3]	Chemical abstracts service index name[4]	Suggested methods[5]	PQL (µg/L)[6]
Dieldrin	60-57-1	2,7:3,6-Dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-,(1aα, 2β,2aα,3β,6β,6aα,7β,7aα)-	8080 8270	0.05 10
Diethyl phthalate	84-66-2	1,2-Benzenedicarboxylic acid, diethyl ester	8060 8270	5 10
O,O-Diethyl O-2-pyrazinyl phosphorothioate; Thionazin	297-97-2	Phosphorothioic acid, O,O-diethyl O-pyrazinyl ester	8270	10
Dimethoate	60-51-5	Phosphorodithioic acid, O,O-dimethyl S-[2-(methylamino)-2-oxoethyl] ester	8270	10
p-(Dimethylamino)azobenzene	60-11-7	Benzenamine, N,N-dimethyl-4-(phenylazo)-	8270	10
7,12-Dimethylbenz[a]anthracene	57-97-6	Benz[a]anthracene, 7,12-dimethyl-	8270	10
3,3'-Dimethylbenzidine	119-93-7	[1,1'-Biphenyl]-4,4'-diamine, 3,3'-dimethyl-	8270	10
alpha, alpha-Dimethylphenethylamine	122-09-8	Benzeneethanamine, α,α-dimethyl-	8270	10
2,4-Dimethylphenol	105-67-9	Phenol, 2,4-dimethyl-	8040 8270	5 10
Dimethyl phthalate	131-11-3	1,2-Benzenedicarboxylic acid, dimethyl ester	8060 8270	5 10
m-Dinitrobenzene	99-65-0	Benzene, 1,3-dinitro-	8270	10
4,6-Dinitro-o-cresol	534-52-1	Phenol, 2-methyl-4,6-dinitro-	8040 8270	150 50
2,4-Dinitrophenol	51-28-5	Phenol, 2,4-dinitro-	8040 8270	150 50
2,4-Dinitrotoluene	121-14-2	Benzene, 1-methyl-2,4-dinitro-	8090 8270	0.2 10
2,6-Dinitrotoluene	606-20-2	Benzene, 2-methyl-1,3-dinitro-	8090 8270	0.1 10
Dinoseb; DNBP; 2-sec-Butyl-4,6-dinitrophenol	88-85-7	Phenol, 2-(1-methylpropyl)-4,6-dinitro-	8150 8270	1 10
Di-n-octyl phthalate	117-84-0	1,2-Benzenedicarboxylic acid, dioctyl ester	8060 8270	30 10
1,4-Dioxane	123-91-1	1,4-Dioxane	8015	150
Diphenylamine	122-39-4	Benzenamine, N-phenyl-	8270	10
Disulfoton	298-04-4	Phosphorodithioic acid, O,O-diethyl S-[2-(ethylthio)ethyl] ester	8140 8270	2 10
Endosulfan I	959-98-8	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3-oxide, (3α,5aβ,6α,9α,9aβ)-	8080 8250	0.1 10
Endosulfan II	33213-65-9	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3-oxide, (3α,5aα,6β,9β,9aα)-	8080	0.05
Endosulfan sulfate	1031-07-8	6,9-Methano-2,4,3-benzodioxathiepin, 6,7,8,9,10,10-hexachloro-1,5,5a,6,9,9a-hexahydro-, 3,3-dioxide	8080 8270	0.5 10
Endrin	72-20-8	2,7:3,6-Dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a-octahydro-,(1aα, 2β,2aβ,3α,6α,6aβ,7β,7aα)-	8080 8250	0.1 10
Endrin aldehyde	7421-93-4	1,2,4-Methenocyclopenta[cd]pentalene-5-carboxaldehyde, 2,2a,3,3,4,7-hexachlorodecahydro-,(1α, 2β,2aβ,4β,4aβ,5β,6aβ,6bβ,7R[8])-	8080 8270	0.2
Ethylbenzene	100-41-4	Benzene, ethyl-	8020 8240	2 5
Ethyl methacrylate	97-63-2	2-Propenoic acid, 2-methyl-, ethyl ester	8015 8240 8270	10 5 10
Ethyl methanesulfonate	62-50-0	Methanesulfonic acid, ethyl ester	8270	10
Famphur	52-85-7	Phosphorothioic acid, O-[4-[(dimethylamino)sulfonyl]phenyl]-O,O-dimethyl ester	8270	10

APPENDIX IX—GROUND-WATER MONITORING LIST[1]—Continued

Common name[2]	CAS RN[3]	Chemical abstracts service index name[4]	Suggested methods[5]	PQL (µg/L)[6]
Fluoranthene	206-44-0	Fluoranthene	8100 8270	200 10
Fluorene	86-73-7	9H-Fluorene	8100 8270	200 10
Heptachlor	76-44-8	4,7-Methano-1H-indene, 1,4,5,6,7,8,8-heptachloro-3a,4,7,7a-tetrahydro-	8080 8270	0.05 10
Heptachlor epoxide	1024-57-3	2,5-Methano-2H-indeno[1,2b]oxirene, 2,3,4,5,6,7,7-heptachloro-1a,1b,5,5a,6,6a-hexahydro-, (1aα,1bβ,2α,5α,5aβ,6β,6aα)	8080 8270	1 10
Hexachlorobenzene	118-74-1	Benzene, hexachloro-	8120 8270	0.5 10
Hexachlorobutadiene	87-68-3	1,3-Butadiene, 1,1,2,3,4,4-hexachloro-	8120 8270	5 10
Hexachlorocyclopentadiene	77-47-4	1,3-Cyclopentadiene, 1,2,3,4,5,5-hexachloro-	8120 8270	5 10
Hexachloroethane	67-72-1	Ethane, hexachloro-	8120 8270	0.5
Hexachlorophene	70-30-4	Phenol, 2,2'-methylenebis[3,4,6-trichloro-	8270	10
Hexachloropropene	1888-71-7	1-Propene, 1,1,2,3,3,3-hexachloro-	8270	10
2-Hexanone	591-78-6	2-Hexanone	8240	50
Indeno[1,2,3-cd]pyrene	193-39-5	Indeno[1,2,3-cd]pyrene	8100 8270	200 10
Isobutyl alcohol	78-83-1	1-Propanol, 2-methyl-	8015	50
Isodrin	465-73-6	1,4,5,8-Dimethanonaphthalene, 1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-(1α,4α,4aβ,5β,8β,8aβ)-	8270	10
Isophorone	78-59-1	2-Cyclohexen-1-one, 3,5,5-trimethyl	8090 8270	60 10
Isosafrole	120-58-1	1,3-Benzodioxole, 5-(1-propenyl)-	8270	10
Kepone	143-50-0	1,3,4-Metheno-2H-cyclobuta[cd]pentalen-2-one, 1,1a,3,3a,4,5,5,5a,5b,6-decachlorooctahydro-	8270	10
Lead	(Total)	Lead	6010 7420 7421	40 1,000 10
Mercury	(Total)	Mercury	7470	2
Methacrylonitrile	126-98-7	2-Propanenitrile, 2-methyl-	8015 8240	5 5
Methapyrilene	91-80-5	1,2-Ethanediamine, N,N-dimethyl-N'-2-pyridinyl-N'-(2-thienylmethyl)-	8270	10
Methoxychlor	72-43-5	Benzene, 1,1'-(2,2,2-trichloroethylidene)bis[4-methoxy-	8080 8270	2 10
Methyl bromide; Bromomethane	74-83-9	Methane, bromo-	8010 8240	20 10
Methyl chloride: Chloromethane	74-87-3	Methane, chloro-	8010 8240	1 10
3-Methylcholanthrene	56-49-5	Benz[j]aceanthrylene, 1,2-dihydro-3-methyl-	8270	10
Methylene bromide; Dibromomethane	74-95-3	Methane, dibromo-	8010 8240	15 5
Methylene chloride; Dichloromethane	75-09-2	Methane, dichloro-	8010 8240	5 5
Methyl ethyl ketone; MEK	78-93-3	2-Butanone	8015 8240	10 100
Methyl iodide; Iodomethane	74-88-4	Methane, iodo-	8010 8240	40 5

APPENDIX IX—GROUND-WATER MONITORING LIST[1]—Continued

Common name[2]	CAS RN[3]	Chemical abstracts service index name[4]	Suggested methods[5]	PQL (µg/L)[6]
Methyl methacrylate	80-62-6	2-Propenoic acid, 2-methyl-, methyl ester	8015 8240	2 5
Methyl methanesulfonate	66-27-3	Methanesulfonic acid, methyl ester	8270	10
2-Methylnaphthalene	91-57-6	Naphthalene, 2-methyl-	8270	10
Methyl parathion; Parathion methyl	298-00-0	Phosphorothioic acid, O,O-dimethyl O-(4-nitrophenyl) ester	8140 8270	0.5 10
4-Methyl-2-pentanone; Methyl isobutyl ketone	108-10-1	2-Pentanone, 4-methyl-	8015 8240	5 50
Naphthalene	91-20-3	Naphthalene	8100 8270	200 10
1,4-Naphthoquinone	130-15-4	1,4-Naphthalenedione	8270	10
1-Naphthylamine	134-32-7	1-Naphthalenamine	8270	10
2-Naphthylamine	91-59-8	2-Naphthalenamine	8270	10
Nickel	(Total)	Nickel	6010 7520	50 400
o-Nitroaniline	88-74-4	Benzenamine, 2-nitro-	8270	50
m-Nitroaniline	99-09-2	Benzenamine, 3-nitro-	8270	50
p-Nitroaniline	100-01-6	Benzenamine, 4-nitro-	8270	50
Nitrobenzene	98-95-3	Benzene, nitro-	8090 8270	40 10
o-Nitrophenol	88-75-5	Phenol, 2-nitro	8040 8270	5 10
p-Nitrophenol	100-02-7	Phenol, 4-nitro-	8040 8270	10 50
4-Nitroquinoline-1-oxide	56-57-5	Quinoline, 4-nitro-, 1-oxide	8270	10
N-Nitrosodi-n-butylamine	924-16-3	1-Butanamine, N-butyl-N-nitroso-	8270	10
N-Nitrosodiethylamine	55-18-5	Ethanamine, N-ethyl-N-nitroso-	8270	10
N-Nitrosodimethylamine	62-75-9	Methamine, N-methyl-N-nitroso-	8270	10
N-Nitrosodiphenylamine	86-30-6	Benzenamine, N-nitroso-N-phenyl-	8270	10
N-Nitrosodipropylamine; Di-n-propylnitrosamine	621-64-7	1-Propanamine, N-nitroso-N-propyl	8270	10
N-Nitrosomethylethylamine	10595-95-6	Ethanamine, N-methyl-N-nitroso-	8270	10
N-Nitrosomorpholine	59-89-2	Morpholine, N-nitroso-	8270	10
N-Nitrosopiperidine	100-75-4	Piperidine, 1-nitroso-	8270	10
N-Nitrosopyrrolidine	930-55-2	Pyrrolidine, 1-nitroso-	8270	10
5-Nitro-o-toluidine	99-55-8	Benzenamine, 2-methyl-5-nitro-	8270	10
Parathion	56-38-2	Phosphorothioic acid, O,O-diethyl-O-,(4-nitrophenyl) ester	8270	10
Polychlorinated biphenyls; PCBs	Note 7	1,1'-Biphenyl, chloroderivatives	8080 8250	50 100
Polychlorinated dibenzo-p-dioxins; PCDDs	Note 8	Dibenzo[b,e][1,4]dioxin, chloro derivatives	8280	0.01
Polychlorinated dibenzofurans; PCDFs	Note 9	Dibenzofuran, chloro derivatives	8280	0.01
Pentachlorobenzene	608-93-5	Benzene, pentachloro-	8270	10
Pentachloroethane	76-01-7	Ethane, pentachloro-	8240 8270	5 10
Pentachloronitrobenzene	82-68-8	Benzene, pentachloronitro-	8270	10
Pentachlorophenol	87-86-5	Phenol, pentachloro-	8040 8270	— 5 — 50
Phenacetin	62-44-2	Acetamide, N-(4-ethoxyphenyl)-	8270	10

APPENDIX IX—GROUND-WATER MONITORING LIST[1]—Continued

Common name[2]	CAS RN[3]	Chemical abstracts service index name[4]	Suggested methods[5]	PQL (µg/L)[6]
Phenanthrene	85-01-8	Phenanthrene	8100 8270	200 10
Phenol	108-95-2	Phenol	8040 8270	1 10
p-Phenylenediamine	106-50-3	1,4-Benzenediamine	8270	10
Phorate	298-02-2	Phosphorodithioic acid, O,O-diethyl S-[(ethylthio)methyl] ester	8140 8270	2 10
2-Picoline	109-06-8	Pyridine, 2-methyl-	8240 8270	5 10
Pronamide	23950-58-5	Benzamide, 3,5-Dichloro-N-(1,1-dimethyl-2-propynyl)-	8270	10
Propionitrile; Ethyl cyanide	107-12-0	Propanenitrile	8015 8240	60 5
Pyrene	129-00-0	Pyrene	8100 8270	200 10
Pyridine	110-86-1	Pyridine	8240 8270	5 10
Safrole	94-59-7	1,3-Benzodioxole, 5-(2-propenyl)-	8270	10
Selenium	(Total)	Selenium	6010 7740 7741	750 20 20
Silver	(Total)	Silver	6010 7760	70 100
Silvex; 2,4,5-TP	93-72-1	Propanoic acid, 2-(2,4,5-trichlorophenoxy)-	8150	2
Styrene	100-42-5	Benzene, ethenyl-	8020 8240	1 5
Sulfide	18496-25-8	Sulfide	9030	10,000
2,4,5-T; 2,4,5-Trichlorophenoxyacetic acid	93-76-5	Acetic acid, (2,4,5-trichlorophenoxy)-	8150	2
2,3,7,8-TCDD; 2,3,7,8-Tetrachlorodibenzo-p-dioxin	1746-01-6	Dibenzo[b,e][1,4]dioxin, 2,3,7,8-tetrachloro-	8280	0.005
1,2,4,5-Tetrachlorobenzene	95-94-3	Benzene, 1,2,4,5-tetrachloro-	8270	10
1,1,1,2-Tetrachloroethane	630-20-6	Ethane, 1,1,1,2-tetrachloro-	8010 8240	5 5
1,1,2,2-Tetrachloroethane	79-34-5	Ethane, 1,1,2,2-tetrachloro-	8010 8240	0.5 5
Tetrachloroethylene; Perchloroethylene; Tetrachloroethene	127-18-4	Ethene, tetrachloro-	8010 8240	0.5 5
2,3,4,6-Tetrachlorophenol	58-90-2	Phenol, 2,3,4,6-tetrachloro-	8270	10
Tetraethyl dithiopyrophosphate; Sulfotepp	3689-24-5	Thiodiphosphoric acid, [(HO)$_2$P(S)]$_2$O), tetraethyl ester	8270	10
Thallium	(Total)	Thallium	6010 7840 7841	400 1,000 10
Tin	(Total)	Tin	7870	8,000
Toluene	108-88-3	Benzene, methyl-	8020 8240	2 5
o-Toluidine	95-53-4	Benzenamine, 2-methyl-	8270	10
Toxaphene	8001-35-2	Toxaphene	8080 8250	2 10
1,2,4-Trichlorobenzene	120-82-1	Benzene, 1,2,4-trichloro-	8270	10
1,1,1-Trichloroethane; Methylchloroform	71-55-6	Ethane, 1,1,1-trichloro-	8240	5
1,1,2-Trichloroethane	79-00-5	Ethane, 1,1,2-trichloro-	8010 8240	0.2 5

APPENDIX IX—GROUND-WATER MONITORING LIST[1]—Continued

Common name[2]	CAS RN[3]	Chemical abstracts service index name[4]	Suggested methods[5]	PQL (µg/L)[6]
Trichloroethylene; Trichloroethene	79-01-6	Ethene, trichloro	8010 8240	1 5
Trichlorofluoromethane	75-69-4	Methane, trichlorofluoro-	8010 8240	10 5
2,4,5-Trichlorophenol	95-95-4	Phenol, 2,4,5-trichloro-	8270	10
2,4,6-Trichlorophenol	88-06-2	Phenol, 2,4,6-trichloro-	8040 8270	5 10
1,2,3-Trichloropropane	96-18-4	Propane, 1,2,3-trichloro-	8010 8240	10 5
O,O,O-Triethyl phosphorothioate	126-68-1	Phosphorothioic acid, O,O,O-triethyl ester	8270	10
sym-Trinitrobenzene	99-35-4	Benzene, 1,3,5-trinitro-	8270	10
Vanadium	(Total)	Vanadium	6010 7910 7911	80 2,000 40
Vinyl acetate	108-05-4	Acetic acid, ethenyl ester	8240	5
Vinyl chloride	75-01-4	Ethene, chloro-	8010 8240	2 10
Xylene (total)	1330-20-7	Benzene, dimethyl-	8020 8240	5 5
Zinc	(Total)	Zinc	6010 7950	20 50

[1]The regulatory requirements pertain only to the list of substances; the right hand columns (Methods and PQL) are given for informational purposes only. See also footnotes 5 and 6.

[2]Common names are those widely used in government regulations, scientific publications, and commerce; synonyms exist for many chemicals.

[3]Chemical Abstracts Service registry number. Where "Total" is entered, all species in the ground water that contain this element are included.

[4]CAS index names are those used in the 9th Cumulative Index.

[5]Suggested Methods refer to analytical procedure numbers used in EPA Report SW–846 "Test Methods for Evaluating Solid Waste", third edition, November 1986. Analytical details can be found in SW–846 and in documentation on file at the agency. CAUTION: The methods listed are representative SW–846 procedures and may not always be the most suitable method(s) for monitoring an analyte under the regulations.

[6]Practical Quantitation Limits (PQLs) are the lowest concentrations in ground waters that can be reliably determined within specified limits of precision and accuracy by the indicated methods under routine laboratory operating conditions. The PQLs listed are generally stated to one significant figure. CAUTION: The PQL values in many cases are based only on a general estimate for the method and not on a determination for individual compounds; PQLs are not a part of the regulation.

[7]Polychlorinated biphenyls (CAS RN 1336–36–3); this category contains congener chemicals, including constituents of Aroclor-1016 (CAS RN 12674–11–2); Aroclor-1221 (CAS RN 11104–28–2), Aroclor-1232 (CAS RN 11141–16–5), Aroclor-1242 (CAS RN 53469–21–9), Aroclor-1248 (CAS RN 12672–29–6), Aroclor-1254 (CAS RN 11097–69–1), and Aroclor-1260 (CAS RN 11096–82–5). The PQL shown is an average value for PCB congeners.

[8]This category contains congener chemicals, including tetrachlorodibenzo-p-dioxins (see also 2,3,7,8-TCDD), pentachlorodibenzo-p-dioxins, and hexachlorodibenzo-p-dioxins. The PQL shown is an average value for PCDD congeners.

[9]This category contains congener chemicals, including tetrachlorodibenzofurans, pentachlorodibenzofurans, and hexachlorodibenzofurans. The PQL shown is an average value for PCDF congeners.

[52 FR 25946, July 9, 1987]

Covered Substances in Addition to Appendix IX:

Ethyl Methyl Benzene
Cellosolve Acetate
Trimetyl Benzene
Glucol Ether C6
1-butanol
Butyl Alcohol
Desmodur N-3200
Isocyanates
Ethylene Glycol
Nitroglycerine
N-methly-p-nitroaniline
Dinitrophenylamine
Polyethylene Glycol
2-butoxyl-ethanol
1m,1,1-trichloroethane,1,1,2-trichloloethane
CAS Number 541-05-9 (Hexamethyleyeclotrisiloxane)
CAS Number 21023-20-1 (tris (trimethylsilyl) hydroxyl)
CAS Number 3789-85-3 (2-(trimethyl) benzoic acid)
CAS Number 13429-07-7 (1-(2-methoxypropanone), 2-Propanol
CAS Number 4727-18-8 (2-hydroxy-cyclopentadecanone)
CAS Number 16754-45-6 (tri-sec-but orthoformic acid)
CAS Number 131-69-1 (Phthalylsulfacetamide)
3-methyl-n,n-diethylbenzamide
Nonanol
Hexadecanic acid
Aluminum
Boron
Calcium
Iron
Magnesium
Manganese
Potassium
Sodium
Titanium
Butanone(2)
2-Butanone(MEK)
Bromomethane
Chloromethane
Benzoic Acid
4-Chloroaniline
2-Nitroaniline
3-Nitroaniline
4-Nitroaniline
Hexamethyl Disalazane
Hexamethyldisilazane
Isopropyl Alcohol
Chromium VI
Cis-1,2-Dichloroethene

Freon 113
C10-C12 Branched Hydrocarbons
C7-C9 Branched Hydrocarbons
C7-C8 Branched Hydrocarbons
C10-C11 Branched Hydrocarbons
C6H12 Alkene
C6H14 Branched Hydrocarbons
Chlorotrifluoroethene
Dichlorodifluoroethene
Dimethyldisulfide
Hexane
Pentane
p-isopropyltoluene
bis(2-ethylhexyl) Phthalate
1,4-Dichlorobenzene
Chlorodibromomethane
1,1,2,2- Tetrachloroethylene
n-butyl alcohol
2-Chloroethylvinyl Ether
2-Methylphenol
4-Methylphenol
Alkyl Benzenes
Parrafin Hydrocarbons
Piperidine
Methanol
1,3,5-Trimethylbenzene(Mesitylene)
1,2,4-Trimethylbenzene(Pseudocumene)
Freon (All Forms)
Total Petroleum Hydrocarbons
Butyl Cellsolve
Ethylene Dibromide
Butyl Acetate
Ethyl Ether
Trimethyl Borate
Trimethyldisulfide
Tetraethyl ortho-silicate
Triethyl Borate
Total C9-C11 Alkyl Benzene
Strontium
2-Methylnaphthalene
Di-n-Butyl Phthalate
Dibromomethane
C/T-1/2 Dichloroethene
1,2-Dichloroethene
1,2-Dichloroethylene
4-Ethyl Toluene
Nickel
Methyl-Isobutyl Ketone (MIBK)
Petroleum

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

ATLANTIC RICHFIELD COMPANY; CHEVRON USA, INC.; EXXON CORPORATION; FOUR CORNERS PIPELINE COMPANY; GENERAL ELECTRIC COMPANY; MINNESOTA MINING AND MANUFACTURING COMPANY; IMATION CORP.; SHELL OIL COMPANY, AND ON BEHALF OF WESTERN FARM SERVICE, INC.,

Settlors.

No. CY-99-3015-RHW

ORDER ENTERING CONSENT DECREE

This Court having reviewed the Consent Decree signed by the parties to this matter, the Joint Motion for Entry of the Consent Decree, and the pleadings and 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 19 day of May, 1999.

JUDGE/COMMISSIONER

ATTORNEY GENERAL OFFICE
ECOLOGY DIVISION
P.O. BOX 40117
OLYMPIA, WA 98504—0117
FAX (360) 438-7743