

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

**FIL**

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY,

Plaintiff,

v. SUPERIOR COURT CLERK  
THURSTON COUNTY CLERK

LEWIS COUNTY, CITY OF  
CENTRALIA, CITY OF CHEHALIS,  
CITY OF MORTON, CITY OF  
MOSSYROCK, TOWN OF PE ELL, CITY  
OF VADER,

Defendants.

NO. 91 2 01654 0

CONSENT DECREE

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Exhibit A - Site Plan

Exhibit B - Scope of Work and Schedule

### INTRODUCTION

A. In entering into this Consent Decree (Decree), the mutual objective of plaintiff Washington State Department of Ecology (Ecology), and defendants Lewis County, the City of Centralia, the City of Chehalis, the City of Morton, the City of Mossyrock, the Town of Pe Ell, and the City of Vader (hereinafter "the Centralia Landfill Closure Group" or "the CLCG") is to provide for interim action at the Centralia Landfill (hereinafter "the Site"), as set forth in Section V.

B. An Complaint in this action is filed concurrently with this Consent Decree. Pursuant to that complaint, Ecology has made claims against the CLCG under the Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW, and the Water Pollution Control Act, Chapter 90.48 RCW. An answer has not been filed, and there has not been a trial on any issue of fact or law in this case. However, the parties wish to resolve the claims set forth in Ecology's complaint without litigation and this Consent Decree resolves those claims. 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.

1           C.     In signing this Decree, the CLCG agrees to its  
2 entry and agrees to be bound by its terms.

3           D.     By entering into this Decree, the parties do not  
4 intend to discharge nonsettling parties from any liability they  
5 may have with respect to matters alleged in the complaint.

6           E.     This Decree shall not be construed as proof of  
7 liability or responsibility on the part of the CLCG for any  
8 releases or threatened releases of hazardous substances or costs  
9 for interim action at or around the Centralia Landfill, nor as  
10 an admission of any facts by the CLCG; provided, however, that  
11 the CLCG shall not challenge the jurisdiction of Ecology or this  
12 Court in any proceeding by Ecology to enforce this Decree.

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

16  
17                   I.   JURISDICTION

18           A.     This Court has jurisdiction over the subject  
19 matter and over the parties the Water Pollution Control Act,  
20 Chapter 90.48 RCW, and MTCA, Chapter 70.105D RCW, based on the  
21 doctrine of pendent jurisdiction.

22           B.     Authority to enter into this Decree is contained  
23 in RCW 70.105D.040(4)(a), which confers upon the Washington  
24 Attorney General the authority to agree to settlement with any  
25 potentially liable person if, after public notice and hearing,  
26 Ecology finds the proposed settlement would lead to a more

1 expeditious cleanup of hazardous substances in compliance with  
2 cleanup standards under RCW 70.105D.030(2)(d). RCW  
3 70.105D.040(4)(b) requires that such a settlement be entered as a  
4 consent decree issued by a court of competent jurisdiction.

5 C. The CLCG, by letter dated October 26, 1990,  
6 voluntarily waived the rights of its members to notice and  
7 comment under RCW 70.105D.020(8) and accepted, solely for  
8 purposes of entry of this Decree and for no other purpose,  
9 Ecology's determination that they are potentially liable persons  
10 at the Site within the meaning of RCW 70.105D.020(8). Acceptance  
11 by the members of the CLCG of status as potentially liable  
12 persons with respect to this Site is not to be construed as an  
13 admission of liability or waiver of any defense that each or any  
14 of the members of the CLCG may have to any claims other than  
15 those resolved by this Consent Decree.

16 D. The threat of a release of hazardous substances to  
17 groundwater or surface waters at the Site and the need to  
18 restrict access to the Site has created a need for interim action  
19 as defined in WAC 173-340-200.

20 E. The site is a "facility" within the meaning of RCW  
21 70.105D.020(3).

22 F. The actions to be taken pursuant to this Decree  
23 are necessary to protect human health, welfare, and the  
24 environment, and will lead to more expeditious cleanup of  
25 hazardous substances in compliance with the cleanup standards of  
26

1 RCW 70.105D.030(2)(d) and the regulations adopted pursuant  
2 thereto.

3 G. This Consent Decree has been the subject of public  
4 notice and comment. The public comments received by Ecology are  
5 submitted to the Court with the Complaint filed concurrently with  
6 this Consent Decree.

7  
8 II. PARTIES BOUND

9 This Decree shall apply to and be binding upon the State  
10 of Washington, the members of the CLCG as defined in Section  
11 III.H, and their successors and assigns.

12 The undersigned representatives of the CLCG, Ecology,  
13 and the Office of the Attorney General of Washington hereby  
14 certify that they are fully authorized to enter into this Decree  
15 and to execute and legally bind the municipalities and other  
16 entities and residents they represent to comply with the Decree.  
17 The CLCG agrees to undertake all actions required by the terms  
18 and conditions of this Decree and not to contest the jurisdiction  
19 of the State to enforce the terms of this Decree. No change in  
20 ownership of the Site or municipal status of the CLCG members  
21 shall alter their responsibilities under this Decree. The CLCG  
22 shall provide a copy of this Decree to all contractors and  
23 subcontractors retained to perform work required by this Decree  
24 and shall insure that all work undertaken by such contractors and  
25 subcontractors will be in compliance with this Decree.

III. DEFINITIONS

1  
2 A. Site: The Centralia Landfill and the area  
3 immediately surrounding the Landfill. The Site is located at  
4 1411 South Tower, Centralia, Washington 98531. The Landfill is  
5 in the SW and NW quarters of Section 17, Township 14N, Range 2W  
6 of the Willamette Meridian, at latitude 46° 42' 00" N and  
7 longitude 122° 57' 36" W. The Site is more particularly  
8 described in Exhibit A to this Decree which is a detailed site  
9 plan.

10 B. Remedial Action: This term shall have the same  
11 meaning as set forth at RCW 70.105D.020(11).

12 C. Interim Action: This term shall have the same  
13 meaning as set forth at WAC 173-340-200.

14 D. Model Toxics Control Act: Refers to Chapter  
15 70.105D RCW, which took effect on March 1, 1989.

16 E. Days: Refers to calendar days unless specified  
17 otherwise.

18 F. Parties: Refers to the Washington State  
19 Department of Ecology and the members of the CLCG.

20 G. Potentially Liable Persons: Refers to  
21 "potentially liable person" as defined at RCW 70.105D.020(8), and  
22 "potentially responsible party" within the meaning of CERCLA, 42  
23 U.S.C. § 9601 et seq.

24 H. CLCG: Refers to Lewis County, City of Centralia,  
25 City of Chehalis, City of Morton, City of Mossyrock, Town of Pe  
26 Ell, and City of Vader and all natural persons who reside within

1 any of those jurisdictions and who contributed household  
2 hazardous waste to the Centralia Landfill and whose liability  
3 rests solely upon the fact that they contributed household  
4 hazardous waste to the Centralia Landfill.

5 I. Consent Decree or Decree: Refers to this Consent  
6 Decree and each of the exhibits to the Decree. All exhibits are  
7 integral and enforceable parts of this Consent Decree.

8 J. Surface Water Monitoring and Contingency Plan:  
9 The Surface Water Monitoring and Contingency Plan developed  
10 pursuant to the work plan contained in Exhibit B.

11  
12 IV. STATEMENT OF FACTS

13 Ecology makes the following finding of facts without any  
14 express or implied admissions by the CLCG.

15 1. The City of Centralia ("Centralia") owns the Site,  
16 an approximately 55 acre municipal solid waste landfill located  
17 at 1411 South Tower, Centralia, Washington 98531.

18 2. The Site has been operated as a landfill since  
19 1958. From approximately 1970 to 1978, the Site was operated by  
20 Harold LeMay Enterprises, a private contractor. At all other  
21 times, it has been operated by Centralia.

22 3. Since 1958, the Site has received solid waste  
23 generated in Lewis County and south Thurston County. In  
24 addition, various industries have disposed of hazardous  
25 substances at the Site.

1           4.     The members of the CLCG by contract agreement or  
2 otherwise arranged for disposal of municipal solid waste owned or  
3 possessed by members of the CLCG at the Centralia Landfill.

4           5.     On August 28, 1990 the Site was listed on the  
5 State Hazardous Sites List pursuant to WAC 173-340-330, and on  
6 August 30, 1990, the Site was listed on the federal National  
7 Priorities List, pursuant to Section 105 of CERCLA, 42 U.S.C.  
8 9605 (55 Fed. Reg. 35502 (August 30, 1990)).

9           6.     The threat of a release of hazardous substances  
10 exists at the Site.

11  
12                   V.   WORK TO BE PERFORMED

13           Based on the foregoing facts and determinations, the  
14 CLCG agrees to perform the interim measures set forth in the work  
15 plan and schedule attached to this Decree as Exhibit B. This  
16 interim action at the Site is designed to reduce leachate  
17 generation, improve the separation of leachate and stormwater,  
18 and to restrict access to the Site. The work plan and schedule  
19 set forth in Exhibit B are designed to protect human health and  
20 welfare and the environment from the known or threatened release  
21 of hazardous substances or contaminants at, on, or from the Site.

22  
23                   VI.   TERMS AND CONDITIONS OF DECREE

24           A.   Grant Funding. Pursuant to RCW 70.105D.070(3)(a) and  
25 Ch. 173-322 WAC, Ecology has made the following determinations:  
26



1           1.    the members of the CLCG are local governments  
2 required, pursuant to this Consent Decree, to undertake interim  
3 action at the Site;

4           2.    the members of the CLCG are prepared to  
5 proceed promptly to accomplish the scope of work set forth in  
6 Exhibit B; and

7           3.    implementation of this Consent Decree will  
8 lead to more expeditious cleanup of hazardous substances in  
9 compliance with the cleanup standards of RCW 70.105D.030(2)(d).

10           B.    Consistency with National Contingency Plan.  
11 Ecology and the CLCG agree that the interim action as set forth  
12 in Exhibit B is consistent with the National Contingency Plan  
13 ("NCP," 40 C.F.R. Part 300) in effect on the date of this Decree  
14 and that amounts paid by the CLCG to perform the interim action  
15 are necessary costs of response. In the event amendments to the  
16 NCP are promulgated after the date of this Decree which  
17 materially affect the rights of any party, the parties agree to  
18 negotiate in good faith a written amendment to this Decree to  
19 provide for such changes.

20  
21                   VII.   DESIGNATED PROJECT COORDINATORS

22           The project coordinator for Ecology is:

23                   Tina Masterson  
24                   7272 Cleanwater Lane  
25                   Mail Stop LU-11  
26                   Olympia, Washington 98504-6811  
                    (Phone: (206) 753-2705)

1           The project coordinator for the CLCG is:

2                   Terry Calkins  
3                   Centralia Landfill Closure Group  
4                   P.O. Box 609  
5                   Centralia, Washington 98531  
6                   (Phone: (206) 736-8284)

7           Each project coordinator shall be responsible for  
8           overseeing the implementation of this Decree. The Ecology  
9           project coordinator will be Ecology's designated representative  
10          at the Site. To the maximum extent possible, communications  
11          between Ecology and the CLCG and all documents, including  
12          reports, approvals, and other correspondence concerning the  
13          activities performed pursuant to the terms and conditions of this  
14          Decree, shall be directed through the project coordinators. The  
15          project coordinators may designate, in writing, working level  
16          staff contacts for all or portions of the implementation of the  
17          work required by this Decree.

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

#### 21                   VIII. PERFORMANCE

22          All work performed pursuant to this Decree shall be  
23          under the direction and supervision, as necessary, of a  
24          professional engineer or hydrogeologist, or equivalent, with  
25          experience and expertise in hazardous waste site investigation  
26          and cleanup. The CLCG shall notify Ecology in writing as to the  
        identity of such engineer(s) or hydrogeologist(s), or equivalent

1 and of any contractors and subcontractors to be used in carrying  
2 out the terms of this Decree, in advance of their involvement at  
3 the Site.

4  
5 IX. ACCESS

6 Upon reasonable notice to the project coordinator for  
7 the CLCG, Ecology or any Ecology authorized representatives shall  
8 have the authority to enter and freely move about all property at  
9 the Site at all reasonable times for the purposes of, inter alia:  
10 inspecting records, operation logs, and contracts related to the  
11 work being performed pursuant to this Decree; reviewing the  
12 progress in carrying out the terms of this Decree; conducting  
13 such tests or collecting samples as Ecology may deem necessary;  
14 using a camera, sound recording, or other documentary type  
15 equipment to record work done pursuant to this Decree; and  
16 verifying the data submitted to Ecology by the CLCG. Upon  
17 request, Ecology shall split any samples taken during an  
18 inspection unless the CLCG fails to make available a  
19 representative for the purpose of splitting samples. Ecology  
20 agrees to provide reasonable notice of its intent to obtain  
21 samples at the Site to CLCG to have representatives present  
22 during Ecology's sampling. All parties with access to the Site  
23 pursuant to this paragraph shall comply with approved health and  
24 safety plans. Ecology shall make the results of all sampling,  
25 laboratory reports, and/or test results generated by it, or on  
26 its behalf, and which have been verified pursuant to the Surface

1 Water Monitoring and Contingency Plan for the Site, available to  
2 the CLCG.

3  
4 X. SAMPLING, DATA REPORTING, AND AVAILABILITY

5 Both Ecology and the CLCG shall conduct all sampling and  
6 analysis in a manner consistent with the Surface Water Monitoring  
7 and Contingency Plan established for the Site. With respect to  
8 the implementation of this Decree, the CLCG shall make the  
9 results of all sampling, laboratory reports, and/or test results  
10 generated by it, or on its behalf, and which have been verified  
11 pursuant to the Surface Water Monitoring and Contingency Plan,  
12 available to Ecology and shall submit these results in monthly  
13 progress reports submitted in accordance with Section XI of this  
14 Decree.

15 If requested by Ecology, the CLCG shall allow split or  
16 duplicate samples to be taken by Ecology and/or its authorized  
17 representatives of any samples collected by the CLCG pursuant to  
18 the implementation of this Decree. The CLCG shall use best  
19 efforts to notify Ecology five (5) working days in advance of any  
20 sample collection or work activity at the Site. Ecology shall,  
21 upon request, allow split or duplicate samples to be taken by the  
22 CLCG or its authorized representatives of any samples collected  
23 by Ecology pursuant to the implementation of this Decree.  
24 Without limitation on Ecology's rights under Section IX, Ecology  
25 shall endeavor to notify the CLCG prior to any sample collection  
26 activity.

XI. PROGRESS REPORTS

The CLCG shall submit to Ecology written monthly progress reportt which describe the actions taken during the previous month to implement the requirements of this Decree. The progress report shall include the following:

A. A list of on-site activities that have taken place during the previous month;

B. Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests;

C. Description of all deviations from the schedule (Exhibit B) during the previous month and any planned deviations in the upcoming month;

D. For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule;

E. All data which has been verified under the Surface Water Monitoring and Contingency Plan (including laboratory analysis) received by the CLCG during the past month and an identification of the source of the sample; and

F. A list of deliverables for the upcoming month if different from the schedule.

All progress reports shall be submitted within 10 days after the end of each month. The first progress report shall be due within 10 days after the end of the first full month

1 following the effective date of this Decree. Progress reports  
2 shall be sent by certified mail, return receipt requested, to  
3 Ecology's project coordinator.  
4

## 5 XII. RETENTION OF RECORDS

6 The CLCG shall preserve, during the pendency of this  
7 Decree and for ten (10) years from the date of Ecology's written  
8 notification pursuant to Section XXV of this Decree all records,  
9 reports, documents, and underlying data in its possession  
10 relevant to the implementation of this Decree and shall insert in  
11 contracts with project contractors a similar record retention  
12 requirement. Upon reasonable notice by Ecology, the CLCG shall  
13 make all nonarchived records available to Ecology and allow  
14 access for review. All archived records shall be made available  
15 to Ecology within a reasonable period of time.  
16

## 17 XIII. TRANSFER OF INTEREST IN PROPERTY

18 No voluntary conveyance or relinquishment of title,  
19 easement, leasehold, or other interest in any portion of the Site  
20 shall be consummated without provision for continued operation  
21 and maintenance of any containment system, treatment system, and  
22 monitoring system installed or implemented pursuant to this  
23 Decree, so long as the continued operation and maintenance of  
24 such system is determined by Ecology to be necessary to carry out  
25 the terms of the Decree.  
26

1 Prior to transfer of any legal or equitable interest in  
2 all or any portion of the property, and during the effective  
3 period of this Decree, the CLCG shall serve a copy of this Decree  
4 upon any prospective purchaser, lessee, transferee, assignee, or  
5 other successor in interest of the property; and, at least thirty  
6 (30) days prior to any transfer, the CLCG shall notify Ecology of  
7 said contemplated transfer.

#### 8 9 XIV. RESOLUTION OF DISPUTES

10 A. Ecology and the CLCG shall resolve any dispute  
11 which arises as to a decision or action by Ecology's project  
12 coordinator during the implementation of this Decree pursuant to  
13 the dispute resolution procedures set forth below.

14 1. The party seeking dispute resolution shall  
15 send written notice specifying the nature of the dispute to the  
16 project coordinator for the responding party, by certified mail.  
17 The Ecology project coordinator shall deliver a copy of the  
18 written notice of dispute to the Ecology section supervisor.

19 2. The parties, project coordinators and the  
20 Ecology section supervisor shall then confer in a good faith  
21 effort to resolve the dispute. The parties shall have ten (10)  
22 working days to resolve the dispute from the date notice of  
23 dispute is received. At the end of those ten (10) working days,  
24 Ecology's project coordinator shall issue a written decision  
25 signed by the section supervisor.  
26

1                   3. If the dispute remains unresolved, within  
2 seven (7) working days of receipt of the section supervisor's  
3 written decision, the party seeking dispute resolution may then  
4 submit a written request for review of the dispute to the Toxics  
5 Cleanup Program Manager.

6                   4. The Toxics Cleanup Program Manager shall  
7 conduct a review of the dispute and shall issue a written  
8 decision regarding the dispute within five (5) working days of  
9 receipt of the request for review. If the Toxics Cleanup Program  
10 Manager is unavailable to review the dispute within five (5)  
11 working days, an extension of five (5) working days shall be  
12 allowed.

13                   5. If the decision of the Toxics Cleanup Program  
14 Manager is unacceptable to the party requesting dispute  
15 resolution, then that party has the right to submit the dispute  
16 to the Court for resolution.

17                   B. The Court shall review any action or decision of  
18 Ecology within the scope of RCW 70.105D.060 on the basis of  
19 whether such action or decision was arbitrary and capricious.  
20 All other actions or decisions of Ecology shall be reviewed on a  
21 standard to be determined by the Court.

22                   B. The parties agree to only utilize the dispute  
23 resolution process in good faith and agree to expedite, to the  
24 extent possible, the dispute resolution process whenever it is  
25 used. Where either party utilizes the dispute resolution process  
26



1 in bad faith or for purposes of delay, the other party may seek  
2 sanctions.

3 C. Each party shall bear its own attorney's fees,  
4 expert witness fees and other legal costs resulting from  
5 utilization of the judicial review provisions of this dispute  
6 resolution procedure.

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

11  
12 XV. AMENDMENT OF CONSENT DECREE

13 A. With the exception set forth in B below, this  
14 Decree may only be amended by a written stipulation among the  
15 parties to this Decree that is entered by the Court. Such  
16 amendment shall become effective upon entry by the Court.  
17 Agreement to amend shall not be unreasonably withheld by any  
18 party to the Decree. If any party does not agree to any proposed  
19 amendment, the disagreement may be addressed through the dispute  
20 resolution procedures described in Section XIV of this Decree.

21 B. Written stipulation by the parties is not needed  
22 for schedule extensions granted pursuant to Section XVI of this  
23 Decree. Any such extension shall become effective on the date on  
24 which Ecology issues its written approval.  
25  
26

XVI. EXTENSION OF SCHEDULE

A. An extension of schedule shall be granted by Ecology only when a request for an extension is submitted in a timely fashion and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify the reason(s) the extension is needed.

An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. A requested extension shall not be effective until approved by Ecology in writing. Ecology shall act upon any written request for extension in a timely fashion and shall not unreasonably withhold its approval of such extension. It shall not be necessary to formally amend this Decree pursuant to Section XV when a schedule extension is granted.

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

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

1                   2.    Delays resulting from changes in permit terms  
2   or conditions, or a delay in issuing or refusal to grant a permit  
3   needed to implement the requirements of this Decree, provided the  
4   CLCG filed a timely application for the permit; or

5                   3.    Judicial review of the issuance, nonissuance,  
6   or reissuance of a permit necessary for the continuation of work;  
7   or

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

11                  5.    Other circumstances deemed exceptional or  
12   extraordinary by Ecology; or

13                  6.    Endangerment as described in Section XVII.

14                  However, neither increased costs of performance of  
15   the terms of the Decree nor changed economic circumstances shall  
16   be considered circumstances beyond the reasonable control of the  
17   CLCG.

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

20  
21                                   XVII.   ENDANGERMENT

22                  In the event Ecology determines that activities  
23   implementing or in noncompliance with this Decree, or any other  
24   circumstances or activities, are creating or have the potential  
25   to create a danger to the health or welfare of the people on the  
26   Site or in the surrounding area or to the environment, Ecology

1 may order the CLCG to stop further implementation of this Decree  
2 for such period of time as is needed to abate the danger or may  
3 petition the Court for an order as appropriate. During any  
4 stoppage of work under this section, the obligations of the CLCG  
5 with respect to the work under this Decree which is ordered to be  
6 stopped shall be suspended and the time periods for performance  
7 of that work, as well as the time period for any other work  
8 dependent upon the work which is stopped, shall be extended,  
9 pursuant to Section XVI of this Decree, for such period of time  
10 as Ecology determines is reasonable under the circumstances.

11 In the event the CLCG determines that activities  
12 undertaken in furtherance of this Decree or any other  
13 circumstances or activities are creating an endangerment to the  
14 people on the Site or in the surrounding area or to the  
15 environment, the CLCG may stop implementation of this Decree for  
16 such period of time necessary for Ecology to evaluate the  
17 situation and determine whether the CLCG should proceed with  
18 implementation of the Decree or whether the work stoppage should  
19 be continued until the danger is abated. The CLCG shall notify  
20 Ecology's project coordinator as soon as is possible, but no  
21 later than one business day after such stoppage of work, and  
22 thereafter provide Ecology with documentation of the basis for  
23 the work stoppage. If Ecology disagrees with the defendant's  
24 determination, it may order the CLCG to resume implementation of  
25 this Decree. If Ecology concurs in the work stoppage, the CLCG's  
26 obligations shall be suspended and the time period for

1 performance of that work, as well as the time period for any  
2 other work dependent upon the work which was stopped, shall be  
3 extended, pursuant to Section XVI of this Decree, for such period  
4 of time as Ecology determines is reasonable under the  
5 circumstances. Any disagreements pursuant to this Section XVII  
6 shall be resolved through the dispute resolution procedures in  
7 Section XIV.

8  
9 XVIII. OTHER ACTIONS

10 A. Ecology reserves its rights to institute remedial  
11 action(s) at the Site and subsequently pursue cost recovery, and  
12 Ecology reserves its rights to issue orders and/or seek penalties  
13 or take any other enforcement action pursuant to available  
14 statutory authority under the following circumstances:

15 1. Where the CLCG fails to substantially comply  
16 with any material requirement of this Decree;

17 2. In the event or upon the discovery of a  
18 release or threatened release of hazardous substances not  
19 addressed by this Decree;

20 3. Upon Ecology's determination that action  
21 beyond the terms of this Decree is necessary to abate an  
22 emergency situation which threatens human health or welfare or  
23 the environment; or

24 4. Upon the occurrence or discovery of a  
25 situation beyond the scope of this Decree as to which Ecology  
26 would be empowered to perform any remedial action or to issue an

1 order and/or seek a penalty, or to take any other enforcement  
2 action. This Decree is limited in scope to the geographic Site  
3 described in Exhibit A and to those contaminants which Ecology  
4 knows to be at the Site when this Decree is entered.

5 B. With the exceptions set forth in paragraph A, in  
6 consideration of the CLCG's performance of the terms and  
7 conditions of this Decree, Ecology agrees that, during the period  
8 of performance of the terms and conditions of this Decree,  
9 compliance with this Decree shall stand in lieu of any and all  
10 administrative, legal, and equitable remedies available to  
11 Ecology to respond to any release or threatened release of  
12 hazardous substances addressed by this Consent Decree.

13 C. Ecology reserves the right to take any enforcement  
14 action whatsoever, including a cost recovery action, against  
15 potentially liable persons that are not parties to this Consent  
16 Decree.

17  
18 XIX. INDEMNIFICATION

19 The CLCG agrees to indemnify and save and hold the State  
20 of Washington, its employees, and agents harmless from any and  
21 all claims or causes of action for death or injuries to persons  
22 or for loss or damage to property arising from or on account of  
23 acts or omissions of the CLCG, its officers, employees, agents,  
24 or contractors in entering into and implementing this Decree.  
25 However, the CLCG shall not indemnify the State of Washington nor  
26 save nor hold its employees and agents harmless from any claims

1 or causes of action arising out of the negligent or intentional  
2 acts or omissions of the State of Washington, or the employees or  
3 agents of the State, in implementing the activities pursuant to  
4 this Decree.

5 Ecology agrees to indemnify and save and hold the CLCG,  
6 its agents and employees harmless from any and all claims or  
7 causes of action for death or injuries to persons or for loss or  
8 damage to property arising from or on account of acts or  
9 omissions of Ecology, its employees, agents, or contractors in  
10 entering into and implementing this Decree. However, Ecology  
11 shall not indemnify the CLCG nor save nor hold its employees and  
12 agents harmless from any claims or causes of action arising out  
13 of the negligent or intentional acts or omissions of the CLCG, or  
14 the employees and agents of the CLCG in implementing the  
15 activities pursuant to this Decree.

16  
17 XX. COMPLIANCE WITH APPLICABLE LAWS

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

21  
22 XXI. REMEDIAL AND INVESTIGATIVE COSTS

23 The Defendant agrees to pay costs incurred by Ecology  
24 pursuant to this Decree. These costs shall include work  
25 performed by Ecology or its contractors for investigations, the  
26 interim action, Decree preparation, and negotiations, including

1 costs incurred by Ecology in the oversight or administration of  
2 this Decree. Ecology costs shall include costs of direct  
3 activities; e.g., employee salary, laboratory costs, contractor  
4 fees, and employee benefit packages; and Ecology indirect costs  
5 of direct activities. Within ninety (90) days of the end of each  
6 fiscal quarter, Ecology will submit to the Defendants a summary  
7 statement of Ecology's expenses for the previous quarter. The  
8 Defendant agrees to pay the required amount within ninety (90)  
9 days of receiving a summary statement of Ecology expenses,  
10 payable to the State Toxics Control Account. Failure to pay  
11 Ecology's costs within ninety (90) days of receipt of the  
12 itemized statement may result in interest charges.

#### 13 14 XXII. LIABILITY INSURANCE

15 Within thirty (30) days of the entry of this Decree and  
16 for the duration of the interim action required by this Decree,  
17 Defendant City of Centralia shall provide Ecology with current  
18 certificates of insurance certifying coverage for general  
19 liability which may arise in carrying out this Decree with  
20 minimum limits of one million dollars (\$1,000,000) per occurrence  
21 and an annual aggregate of at least two million dollars  
22 (\$2,000,000), exclusive of legal defense costs, for bodily injury  
23 and property damage liability combined. Defendant City of  
24 Centralia shall provide thirty (30) day written notice prior to  
25 canceling such insurance.  
26



1           These limits are not to be construed as maximum limits.  
2 Defendant City of Centralia is solely responsible for determining  
3 the appropriate maximum amount of insurance it should carry for  
4 injuries or damages that may result from the implementation of  
5 this Decree.

6  
7           XXIII. IMPLEMENTATION OF INTERIM ACTION

8           If Ecology determines that the CLCG has failed, without  
9 good cause, to implement any material terms of this Decree,  
10 Ecology may, after notice to the CLCG, order the CLCG to suspend  
11 implementation of this Consent Decree. Ecology thereafter shall  
12 provide the CLCG with the notice required by the dispute  
13 resolution provisions of Section XIV and attempt in good faith to  
14 resolve its dispute pursuant to that Section. If the party  
15 seeking dispute resolution pursues its complaint in court, then  
16 Ecology may, after notice to the CLCG, perform any or all of the  
17 interim action covered by Attachment C that remain incomplete,  
18 unless ordered otherwise by the Court. If Ecology performs all  
19 or portions of the interim action because of the CLCG's failure  
20 to comply with its obligations under this Decree, Ecology may  
21 seek to recover from the CLCG its costs of performing the interim  
22 action to the extent Ecology is entitled to such cost recovery  
23 under state or federal law.

XXIV. PUBLIC PARTICIPATION

Ecology shall maintain the responsibility for public participation at the Site. However, the CLCG shall cooperate with Ecology and shall:

A. Prepare drafts of public notices and fact sheets upon request by Ecology. Ecology will finalize (including editing if necessary) and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings;

B. Notify Ecology's project coordinator prior to the issuance of all press releases and before major meetings with the interested public and local governments. Likewise, Ecology shall notify the CLCG prior to the issuance of all press releases and fact sheets, and before major meetings with the interested public and local governments;

C. Participate in public presentations, if any, on the progress of the interim action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter;

D. In cooperation with Ecology, arrange and/or continue information repositories to be located at:

Public Works Department  
City of Centralia  
118 West Maple  
Centralia, Washington 98531

Southwestern Regional Office  
Department of Ecology  
Mail Stop LU-11  
7272 Cleanwater Lane  
Olympia, Washington 98504-6811

Centralia Timberland Regional Library  
110 South Silver  
Centralia, Washington 98531

At a minimum, copies of all public notices, fact sheets, and press releases; all quality assured ground water, surface water, soil sediment, and air monitoring data; the interim action plan; supplemental planning documents; and all other similar documents relating to performance of the interim action required by this Decree shall be promptly placed in these repositories.

XXV. DURATION OF DECREE

This Decree shall remain in effect and the interim action program described in the Decree shall be maintained and continued until the CLCG receives written notification from Ecology that the requirements of the Consent Decree have been satisfied.

XXVI. COVENANT NOT TO SUE

Subject to the terms and conditions of this Decree, including Section XIV governing Resolution of Disputes, and upon Ecology's issuance of the Notice of Completion described in Section XXV, Ecology covenants not to sue the CLCG for matters covered by this Decree. Matters covered by this Decree do not include factors discovered after entry of the Decree which present a previously unknown threat to human health and the environment.

XXVII. CLAIMS AGAINST THIRD PARTIES

The CLCG expressly reserves its right to recover any costs incurred in implementing this Decree from any other potentially liable person, including the State of Washington, with the sole exception that the CLCG agrees not to seek to recover any such costs from the State of Washington or one of its agencies on the ground that it is an owner or operator of the Site, as defined in WAC 173-340-200(29).

XXVIII. CONTRIBUTION PROTECTION

The CLCG shall not be liable for claims of contribution regarding matters addressed in this Decree. The percentage of response costs paid by the CLCG under this Decree shall in no way constitute an admission as to an appropriate allocation of liability at the Site.

XXIX. EFFECTIVE DATE

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

XXX. 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 hazardous substances at the Site, in compliance with applicable cleanup standards.

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.

DATED this 7-29 day of 1991.

/s/ Doran  
SUPERIOR COURT JUDGE

Carol L. Fleskes 6/20/91  
CAROL FLESKES Date  
Program Manager  
Washington Department of Ecology  
Toxics Cleanup Program

Judy E. Phillips 6/20/91  
LUCY E. PHILLIPS Date  
Assistant Attorney General

For Lewis County

Bradley M. Marten  
BRADLEY M. MARTEN  
CESTJON L. McFARLAND  
Preston Thorgrimson  
Shidler Gates & Ellis  
Attorneys for Centralia  
Landfill Closure Group

Jay Winter 6-7-91  
Date

For City of Centralia

Stan M. Pizzard 6-10-91  
Date

For City of Chehalis

David M. Campbell 6-4-91  
Date

1  
2 For City of Morton

3  
4 Lucy A. Winters 6-4-91  
Date

5 For City of Mossyrock

6  
7 Lucy A. Winters 6-4-91  
8 Date

9 For Town of Pe Ell

10  
11 David P. Heman 6-10-91  
12 Date

13 For City of Vader

14 Andrew Wilson 4 June 1991  
15 Date

EXHIBIT A

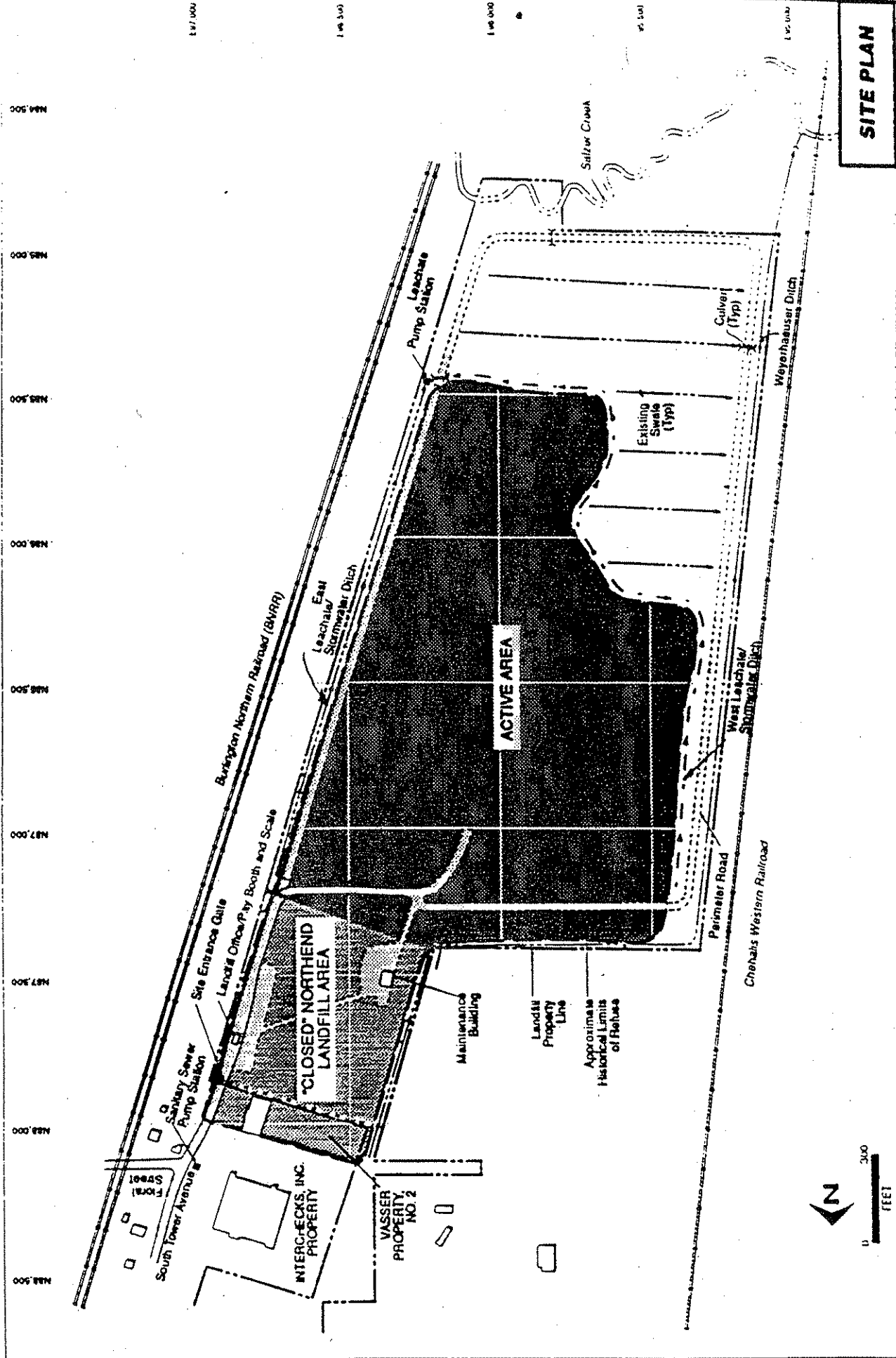


EXHIBIT A



EXHIBIT B

EXHIBIT B

SCOPE OF WORK AND SCHEDULE  
FOR  
INTERIM ACTION AT CENTRALIA LANDFILL  
CENTRALIA, WASHINGTON

CENTRALIA LANDFILL CLOSURE GROUP

April 29, 1991

## I. INTRODUCTION

Lewis County and the cities of Centralia, Chehalis, Morton, Mossyrock, Vader, and Pe Ell (hereinafter the Centralia Landfill Closure Group or "CLCG") have requested to enter into a consent decree with Ecology under the Model Toxics Control Act, Chapter 70.105D RCW, the Water Pollution Control Act, Chapter 90.48 RCW, and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et. seq. The purpose of the consent decree is to implement an interim remedial action at the Centralia Landfill (hereinafter the "site")<sup>1</sup>. The following proposed technical scope of work ("Scope") describes the proposed interim remedial action and sets forth the tasks necessary to complete such action.

This interim action, involving facility improvements at the site in 1991, is intended to mitigate potential harm to public health and the environment which may otherwise result from the threat of a release of hazardous substances. The interim action will neither supplant nor delay final cleanup of the site, nor will it foreclose the consideration of reasonable alternatives for final remedial action. Subsequent remedial action will be undertaken at the site pursuant to the Model Toxics Control Act, RCW 70.105D, and CERCLA, 42 U.S.C. Section 9601 et. seq.

## II. OBJECTIVES

The objectives of the interim action are:

1. to reduce the potential threat of release of contaminants from landfill leachate to surface water by separating leachate from clean surface water in approximately two thirds of the active landfill area,
2. to reduce the amount of leachate generated in the landfill by providing a temporary low-permeability cap over the portion of the landfill that has achieved final grades,
3. to protect public health and the environment by restricting access to the landfill, and
4. to further protect public health and the environment by monitoring surface water discharges from the site.

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<sup>1</sup> This interim remedial action qualifies as a time-critical removal under CERCLA.

### III. GENERAL REQUIREMENTS

The CLCG will undertake each task identified in this Scope. The proposed interim action will be accomplished in accordance with Chapter 173-340 WAC, will be consistent with the National Contingency Plan (40 CFR 300) and CERCLA as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), and will satisfy all other applicable laws and regulations.

### IV. TASKS AND SCHEDULE

The work will be performed in accordance with the tasks and schedule described below. For purposes of clarification, the schedule is also provided in bar chart form in Attachment 1.

#### **Task 1 - Engineering Analyses and Interim Action Design Report**

In July 1990, Centralia submitted to Ecology for review a conceptual design report, Centralia Landfill 1990 Site Improvements, July 9, 1990, describing site improvements proposed for the Centralia Landfill prior to final closure. This report was approved by Ecology on August 3, 1990. The CLCG proposes that the analyses provided in the approved 1990 site improvements report be supplemented to include the following additional elements:

- Perform a wetlands survey of the grassy area at the south end of the landfill in accordance with federal methodology.
- Modify the discharge system as needed to provide stormwater pretreatment prior to discharge.
- Modify the stormwater discharge system design to permit collection of flows in the southeast portion of the landfill that will receive temporary geomembrane cover.
- Improve the existing undersized, damaged culvert at the discharge of Weyerhaeuser ditch to Salzer Creek. Analyses will include calculating the peak flow from the 50-year recurrence interval storm, evaluating ditch capacity, sizing one or more culverts to replace the existing discharge structure, and determining erosion protection requirements.
- Review temporary geomembrane cover design criteria and evaluate the need for providing a second geomembrane sheet or alternative materials to extend the effective life of the cover.

- Develop design criteria for anchoring the geomembrane cover at the crest of the landfill and at the east perimeter access road.
- Identify gas collection and disposal requirements for the geomembrane covered area and establish design criteria for a permanent collection system and for a temporary blower/flare facility.
- Identify design criteria (including type and location) for perimeter fencing and access gates.

Submit a draft engineering report presenting the following information:

- a brief site description and background information,
- a summary of existing site conditions including results of ongoing MFS surface water monitoring at the site,
- a statement of the need for and objectives of the interim action (including schedule constraints),
- identification and evaluation of design alternatives considered (including comparative costs),
- a detailed description of the selected interim action, and
- a summary of design criteria (including supporting engineering calculations provided in appendices to the report).

Following receipt of review comments from Ecology, the draft engineering report will be finalized and resubmitted to Ecology for approval.

Schedule: Submit draft engineering report within eight weeks of the effective date of the consent decree. Ecology review is estimated to take three weeks. Submit final engineering report within two weeks after receipt of review comments from Ecology.

## **Task 2 - Interim Action Memorandum**

Following approval of the engineering report, a brief memorandum will be prepared by Ecology substantiating the need

for the interim action and documenting the decision<sup>2</sup>.

Schedule: Ecology issues action memorandum within three weeks following submittal of the final engineering report.

### **Task 3 - Permits**

Permitting requirements will be evaluated for the approved design. Permits believed to be required prior to construction of the gas collection system, offsite culvert improvements at Salzer Creek, and filling swales at the south end grassy area include the following:

- Notice of Construction, Southwest Air Pollution Control Authority
- Hydraulic Projects Approval, Washington Department of Fisheries
- Clean Water Act Section 404 Permit, Corps of Engineers
- Section 401 Water Quality Certification, Ecology
- Flood Plain Development Permit, City of Centralia

An environmental checklist will be prepared, a public notice issued, and a public review period provided in accordance with SEPA guidelines. No significant adverse impacts associated with construction are anticipated.

Schedule: Begin permit application process following approval of Scope of Work. Obtain all necessary permits and approvals prior to start of construction.

### **Task 4 - Surface Water Monitoring and Contingency Plan**

Prepare surface water monitoring and contingency plan to monitor background surface water samples and runoff from the temporary covered landfill areas. The plan will be based on the monitoring plan recommended by Ecology for the 1990 Site Improvements (see Attachment 2). In addition, it will include surface water sampling protocol, analytical methods, and reporting procedures.

The contingency plan will outline response actions to take in the event leachate is identified in surface water. The plan will identify action levels in surface water quality parameters, specify agency notification protocol, and describe methods to either collect and convey contaminated runoff to the leachate system or provide pretreatment prior to discharge to surface water. In addition, provisions will be included

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<sup>2</sup> This memorandum will qualify as an action memorandum pursuant to CERCLA guidance document Superfund Removal Procedures, Revision Number Three, February 1988 (OSWER Directive 9360 0-03B).

for upgrading the surface monitoring program to better characterize surface water quality and, if necessary, for securing the necessary permits to discharge contaminated water from the site.

Submit draft plan to Ecology for comment. After review comments have been incorporated, the final plan will be resubmitted to Ecology for approval.

Schedule: Submit draft surface water monitoring and contingency plan at the same time the draft engineering report is submitted. Ecology review period is estimated to be four weeks. Submit final plan within three weeks of receipt of review comments on the draft plan.

#### **Task 5 - Technical Specifications, Drawings, and Operations and Maintenance Procedures**

Prepare drawings, detailed technical specifications for materials and workmanship and an operations and maintenance procedures (modified and expanded from design package prepared for 1990 construction). See Attachment 3 for a description of anticipated design elements. Submit draft-final documents to Ecology for comment. Submit final documents to Ecology for approval after Ecology's comments have been incorporated into the documents.

Schedule: Submit draft-final documents within four weeks following Ecology's issuance of interim action memorandum. Ecology's review period is estimated to be three weeks. Submit final documents within two weeks of receipt of Ecology's review comments.

#### **Task 6 - Construction Management Plan**

Submit a construction management plan outlining onsite observation requirements, construction documentation procedures, quality control testing, quality assurance documentation, field design change procedures, and provisions for agency inspections. Full-time construction observation will be provided by a professional engineer licensed in Washington State or by a trained technician under the supervision of a licensed engineer. Submit draft construction management plan to Ecology for comment. Submit final plan for Ecology approval following incorporation of review comments.

Schedule: Submit draft construction management plan at the same time draft construction documents are submitted for Ecology approval. Ecology's review period is estimated to be four weeks. Submit revised plan within two weeks of receipt of Ecology comments on the draft plan.

#### **Task 7 - Site Safety and Health Plan**

Prepare site safety and health plan (SSHP) to meet the requirements of the Occupational Safety and Health Act of 1970 (29 U.S.C. Sec. 651 et seq.) and the Washington Industrial Safety and Health Act (chapter 49.17), and regulations promulgated pursuant thereto. Submit plan to Ecology for review and comment. Following receipt of Ecology's comments on the SSHP, the comments will be reviewed and incorporated into the plan as appropriate.

Schedule: Submit SSHP concurrent with submittal of construction management plan. Ecology's review period is estimated to be four weeks. Finalize plan prior to start of construction.

#### **Task 8 - Implement Construction**

Procure materials and implement interim action construction activities in accordance with the approved technical specifications, drawings and construction management plan, and the reviewed SSHP.

Schedule: Begin material procurement within two weeks of receipt of Ecology approval of construction documents (technical specifications and plans and construction management plan) and receipt of Ecology comments on the SSHP. Construction is expected to be substantially complete by October 31, 1991.

#### **Task 9 - As-built Report**

Submit report documenting construction prepared by or under the supervision of the licensed professional engineer responsible for construction observation. The report will include as-built record drawings, a narrative description of each major element of facility construction, and a statement of opinion by the engineer, based on test results and inspections, as to whether the interim action has been constructed in substantial compliance with the plans and specifications and related documents.

Schedule: Within two months following substantial completion of construction.

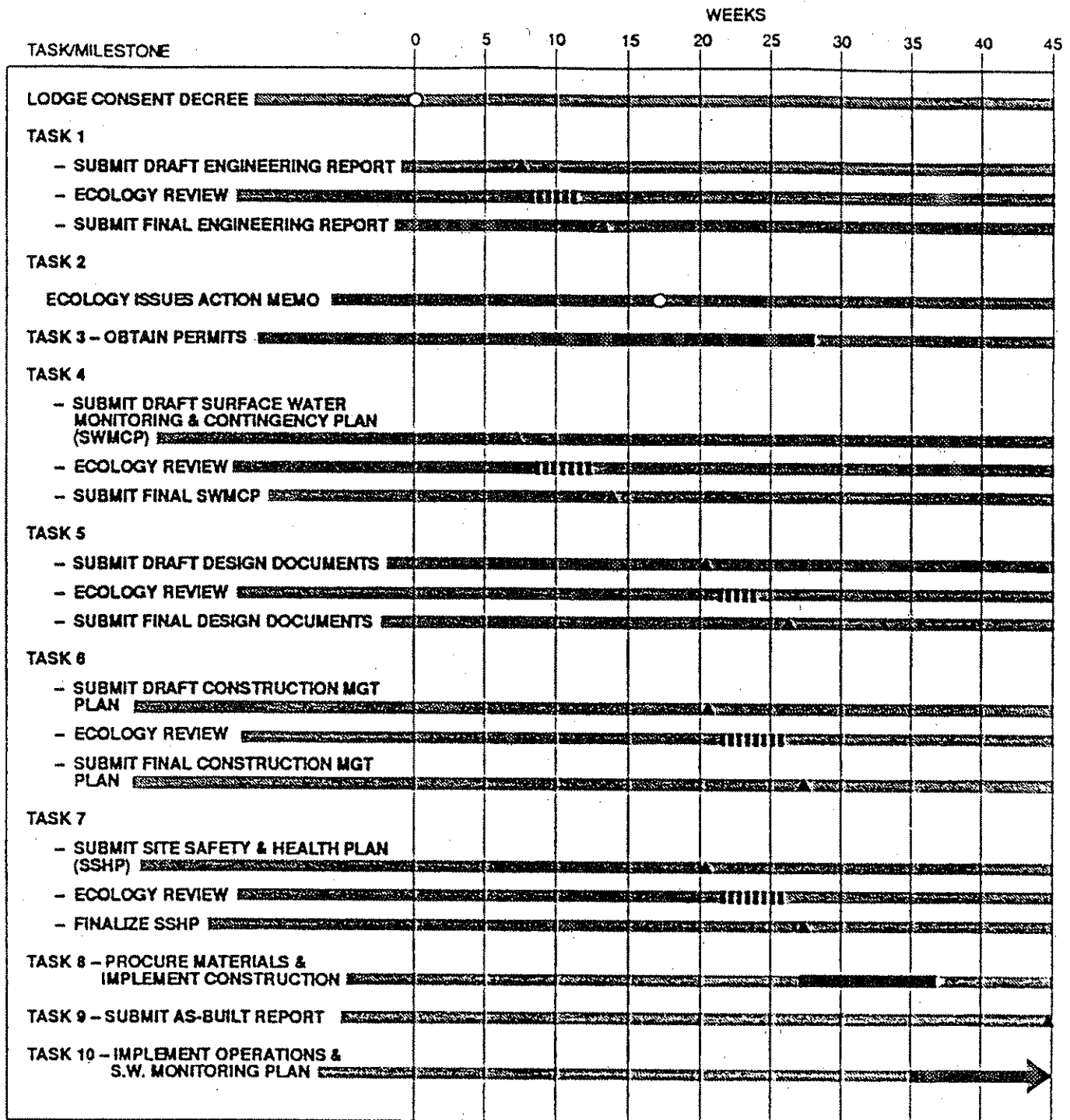
#### **Task 10 - Implement Monitoring and Operations and Maintenance Procedures**

Implement surface water monitoring and operations and maintenance of the installed facilities in accordance with the approved Surface Water Monitoring and Contingency Plan and the approved Operations and Maintenance Plan. If required,



ambient air quality monitoring also will be implemented in accordance with state and federal requirements.

Schedule: Implement in accordance with schedules provided in the approved plans and permits.



LEGEND

- MILESTONE/ECOLOGY
- ▲ MILESTONE/CLCG
- |||| REVIEW/ECOLOGY
- ACTIVITY/CLCG

**ATTACHMENT 1**  
**INTERIM ACTION SCHEDULE**  
 Centralia Landfill

## ATTACHMENT 2

### PRELIMINARY SURFACE WATER MONITORING PLAN

This surface water monitoring plan is based on the monitoring locations, sampling parameters, and sampling frequencies approved by Ecology for the proposed Centralia Landfill 1990 Site Improvements project. Additional sampling proposed for the interim action is identified as such.

#### **MONITORING LOCATIONS**

The surface water monitoring locations are described below and are shown on Figure 2-1.

- **SW-10:** Weyerhaeuser Ditch upstream of the existing north end stormwater discharge (background monitoring location)
- **SW-11:** The north end stormwater ditch at its discharge into the Weyerhaeuser Ditch
- **SW-12:** West side stormwater ditch at level spreader
- **SW-13:** Composite sample from two of four stormwater culverts at their discharge into the Weyerhaeuser Ditch
- **SW-14:** Weyerhaeuser Ditch at the southwest corner of the landfill
- **SW-15 (Proposed additional location):** East side stormwater ditch at level spreader
- **LS-1:** Leachate pump station sump

#### **SAMPLING PARAMETERS AND FREQUENCY**

Table 2-1 presents sampling parameters and frequency. The field parameters will be measured onsite with the possible exception of turbidity, which may be measured at the Centralia Wastewater Treatment Plant laboratory. The CLCG will report surface water monitoring results monthly during December through March and quarterly during the rest of the year.

Table 2-1. Sampling Parameter and Frequency		
Parameters	Sampling Frequency	Sampling Locations
<b>Field Parameters</b>		
pH	Weekly, April through November, and 5-days per week, December through March	SW-10 through SW-15 and LS-1
Specific conductance		
Temperature		
Turbidity		
<b>Other Parameters</b>		
BOD	Monthly when monitorable flow is present; biweekly when salmon passage occurs in Salzer Creek or Chehalis River	SW-10, SW-11, SW-13, and SW-14, and LS-1
COD		
Ammonia		
Alkalinity <sup>a</sup>		
ICP metals <sup>b</sup>		
Fecal and Total Coliform		

<sup>a</sup> Hardness was recommended by Ecology; alkalinity is proposed as an alternate.

<sup>b</sup> Arsenic, Barium, Cadmium, Calcium, Chromium, Iron, Lead, Magnesium, Manganese, Mercury, Potassium, Selenium, Silver, Sodium, Zinc.

ATTACHMENT 3  
DESCRIPTION OF INTERIM ACTION CONSTRUCTION ELEMENTS

Elements of the proposed interim action construction are briefly described below. Figure 3-1 illustrates the area proposed for final cover and the location of additional fencing. Design details, shown in Figures 3-2 through 3-4, illustrate subsurface features of the proposed work:

1. Install Geomembrane. A temporary geomembrane cover is proposed to be installed at the south end of the site (see Figure 3-1) over an area of at least ten but not more than 15 acres. The actual size of the covered area will depend on how much of the southeast area has been brought to final grade by late summer, 1991. Prior to installation of the cover, existing intermediate cover will be prepared to provide a smooth subgrade for the geomembrane. The geomembrane will be seamed and secured in place with sand-bags designed to withstand extended exposure.
2. Install Landfill Gas Collection and Disposal. An active landfill gas collection will be provided below the geomembrane cover. The system will consist of shallow gas collection trenches extending into the waste, manifold piping, a skid-mounted blower located near the crest of the landfill, and a flare stack. Design criteria for the collection and temporary disposal system will be presented in the engineering report.
3. Vegetate Low-Permeability Soil Cover. Temporary cover on the 15 acre western portion of the landfill (see Figure 3-1) consists of the existing compacted low-permeability soil material. This area is proposed to be seeded, fertilized, and mulched in spring 1991 and will be thoroughly inspected at that time for evidence of leachate seeps. The location of observed seeps will be surveyed for identification on the design drawings for the lateral seep collector (described below). Additional low permeability cover will then be compacted as needed to supplement the existing clay cover. The entire area will be seeded, fertilized, and mulched, as needed to promote a well vegetated cover for erosion control. Technical specifications will be provided by the engineer to describe procedures and materials as appropriate for cover inspection, low-permeability cover repair, seeding, fertilizing, and mulching.
4. Install Lateral Seep Collectors. Where seeps have been identified in the spring and, following installation of the perimeter collector (described below), a lateral seep collection trenches will be constructed and equipped with a perforated pipe to allow perched leachate to discharge to the new perimeter collection system. Additional low permeability clay will be compacted over the lateral collector trenches and the disturbed area will be reseeded, fertilized, and mulched,

as needed to promote a well vegetated cover for erosion control. The technical specifications will describe materials and procedures for lateral seep collector installation, low-permeability cover repair, and seeding, fertilizing, and mulching.

5. Install Perimeter Leachate Seep Collection System. Perforated drain pipe will be installed at the toe of the fill around the west and southwest sides of the landfill to collect leachate seeps trapped below the cover material. On the north and east sides of the landfill, the seep collector will be located in a trench adjacent to the perimeter road to allow collection of seeps flowing below the cover. The seep collectors will discharge into an existing sedimentation sump adjacent to the leachate pump station at the southeast corner of the fill. (See Figures 3-1 through 3-4.)

6. Collect and Convey Clean Surface Water. Construction of stormwater ditches is proposed adjacent to the perimeter access road along the north, west, and east sides of the proposed temporary cover area. On the north and west sides, the ditches will be seeded for erosion control. On the east side, the ditch will be lined with geomembrane cover material. The stormwater ditches will convey surface water to the south end of the site where it will be dispersed via level spreaders to an undeveloped grassy area at the south end of the site. On the southwest and south sides of the fill, clean surface water runoff from the geomembrane cover will flow through an erosion control berm at the toe of the slope and onto the grassy area.

The grassy area is expected to enhance surface water quality by removing suspended sediments prior to discharge of the flow through culverts under the perimeter road into Weyerhaeuser Ditch. From the ditch, surface water will discharge directly into Salzer Creek, about 450 feet south of the southwest corner of the landfill property.

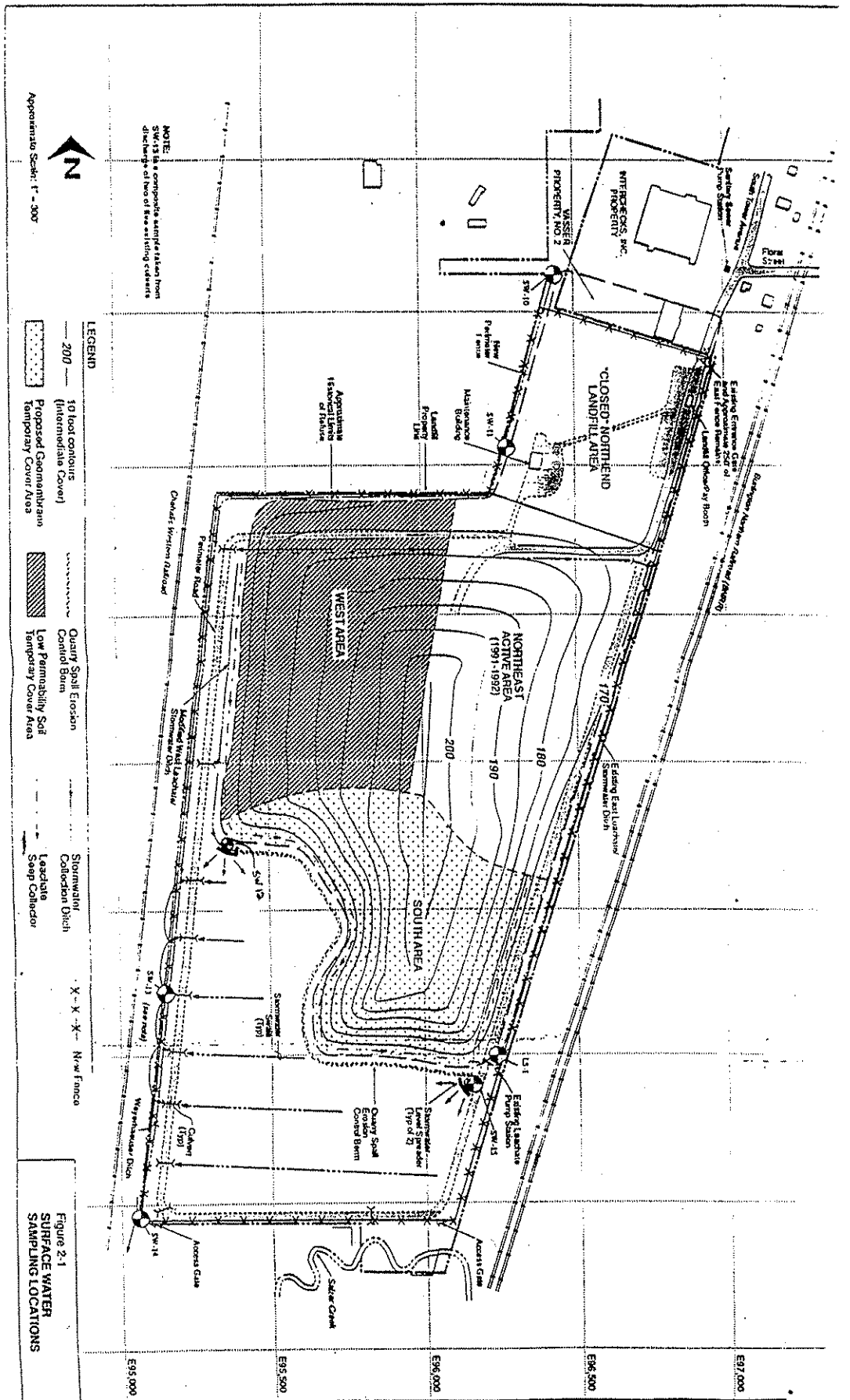
7. Install Stormwater Discharge Culverts. Improvements are proposed to the discharge of Weyerhaeuser Ditch at Salzer Creek. The existing undersized culvert will be removed and replaced with new culverts sized to handle, at a minimum, flow from the peak 50-year recurrence interval storm. Riprap will be placed on both sides of the new culverts for erosion control.
8. Provide Erosion Control Measures. Seeding and mulching will be provided in all disturbed areas to further minimize erosion. A quarry spall (i.e., riprap) erosion control berm will be provided at the toe of geomembrane-covered slopes to dissipate energy prior to discharge of stormwater runoff to native ground.

9. Install Perimeter Fencing. To supplement existing fencing near the site entrance, approximately 8,400 lineal feet of additional chain link fencing is proposed to be installed at the property boundary. In the southeast corner of the site where the landfill property extends across Salzer Creek, the fence will be located on the south side of the perimeter road. Locking gates will be provided where needed for access to surface water monitoring stations located outside the fenced enclosure.

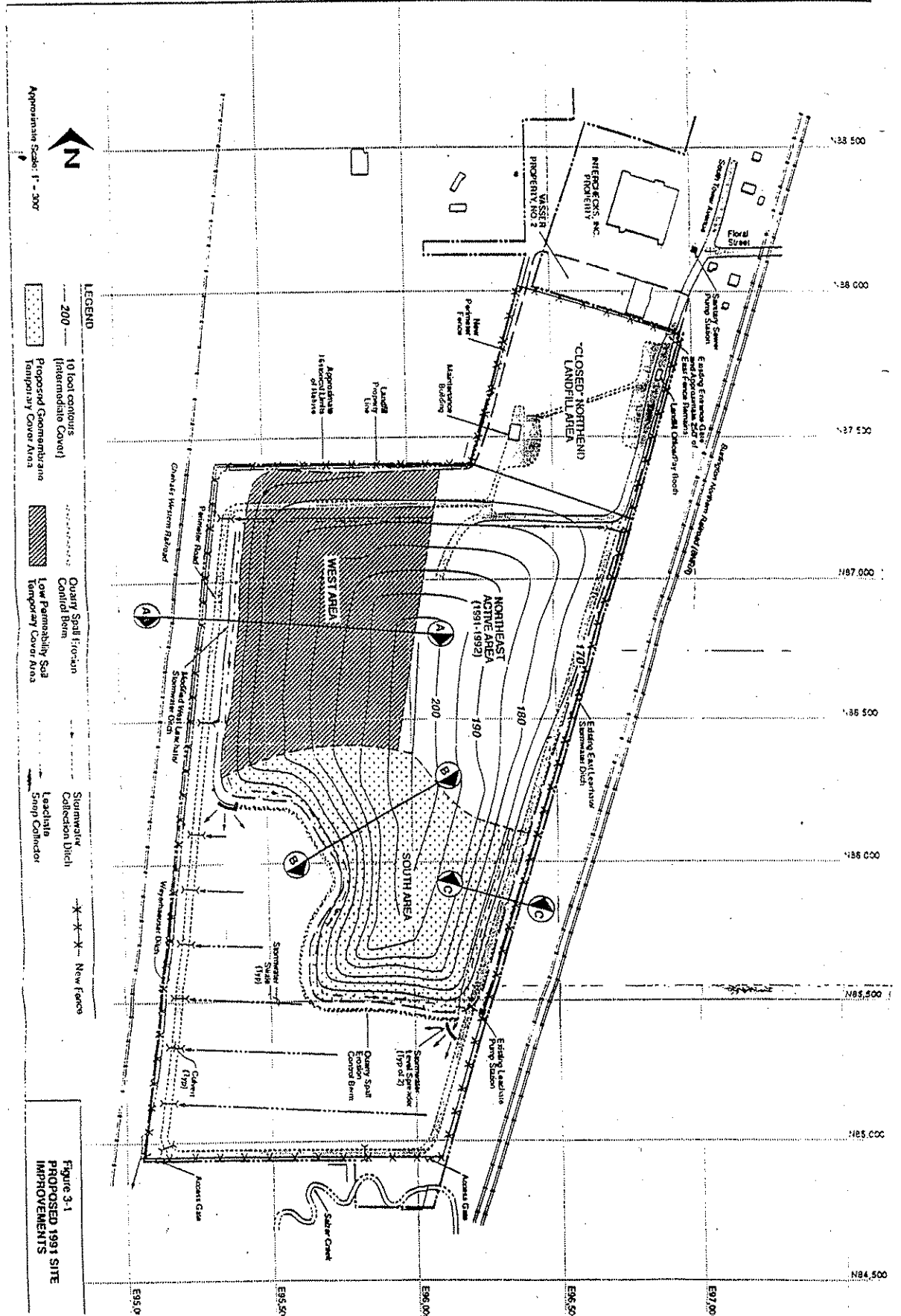
Portions of the construction may be performed by qualified Centralia Landfill staff to keep costs to a minimum. However, those elements of the work that require specialized expertise (i.e., geomembrane lining installation) will either be performed by an experienced contractor or will be supervised by a manufacturer's representative fully experienced in installation of the selected material.



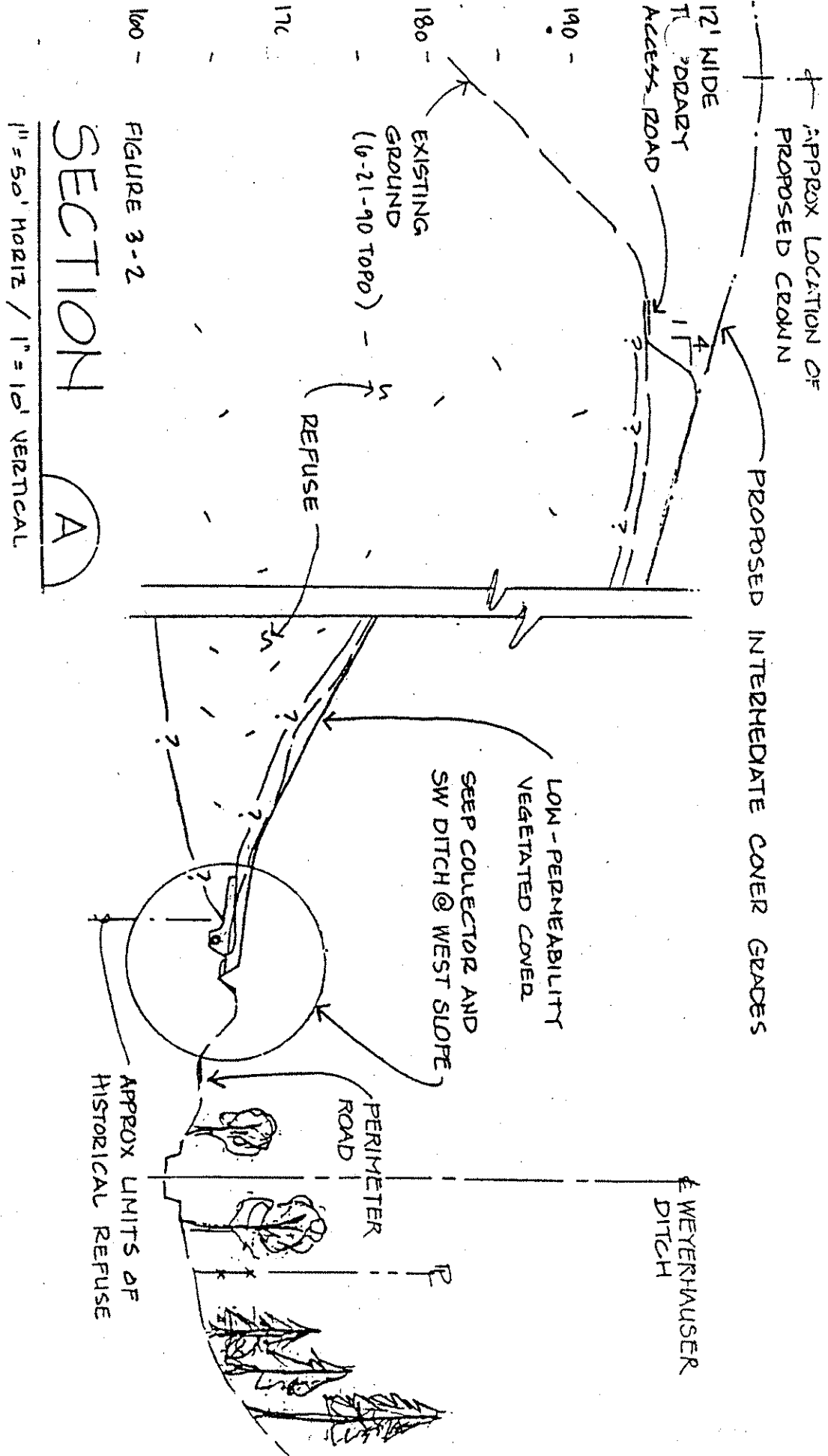












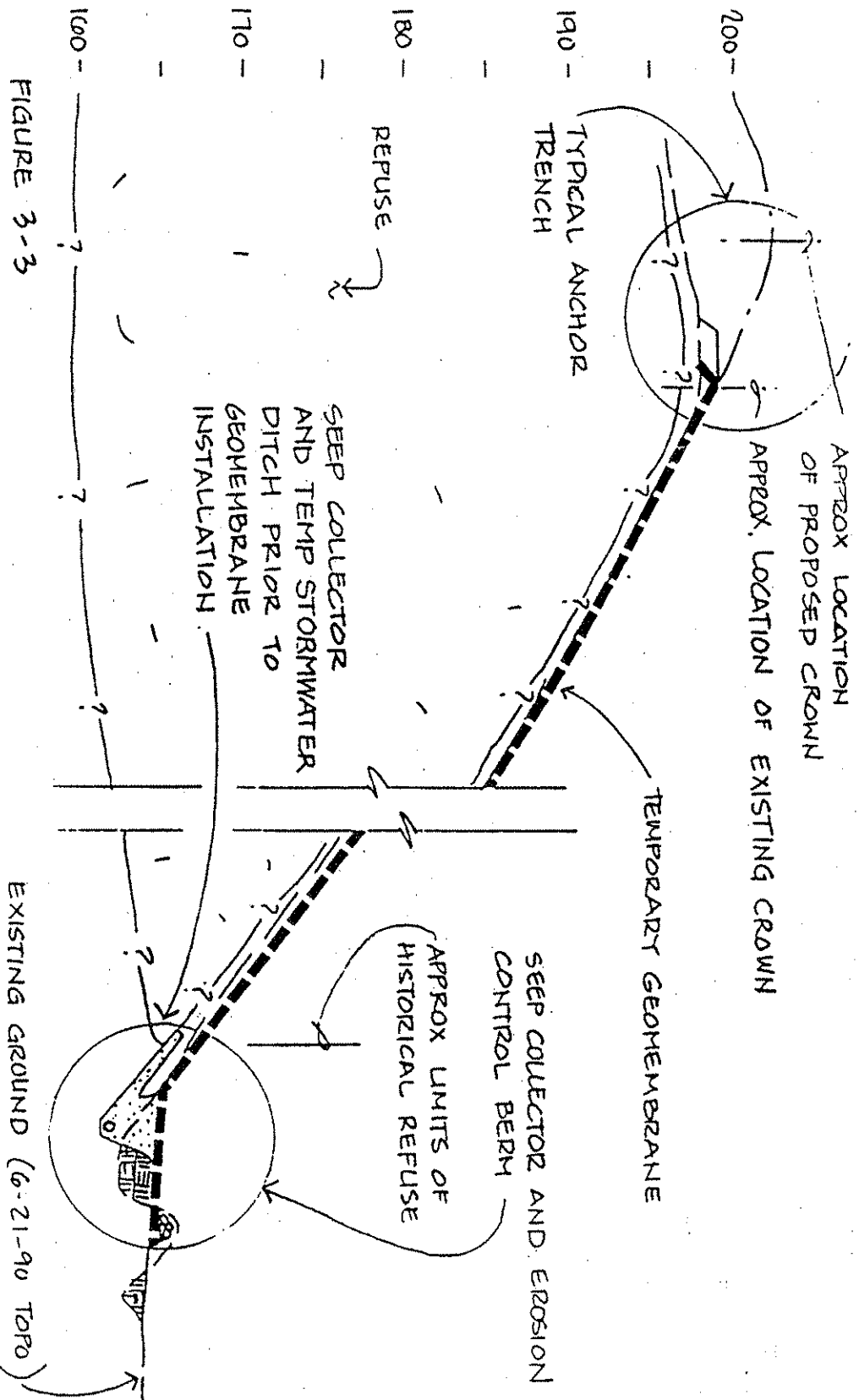


FIGURE 3-3

# SECTION

B

1" = 50' HORIZ / 1" = 10' VERTICAL

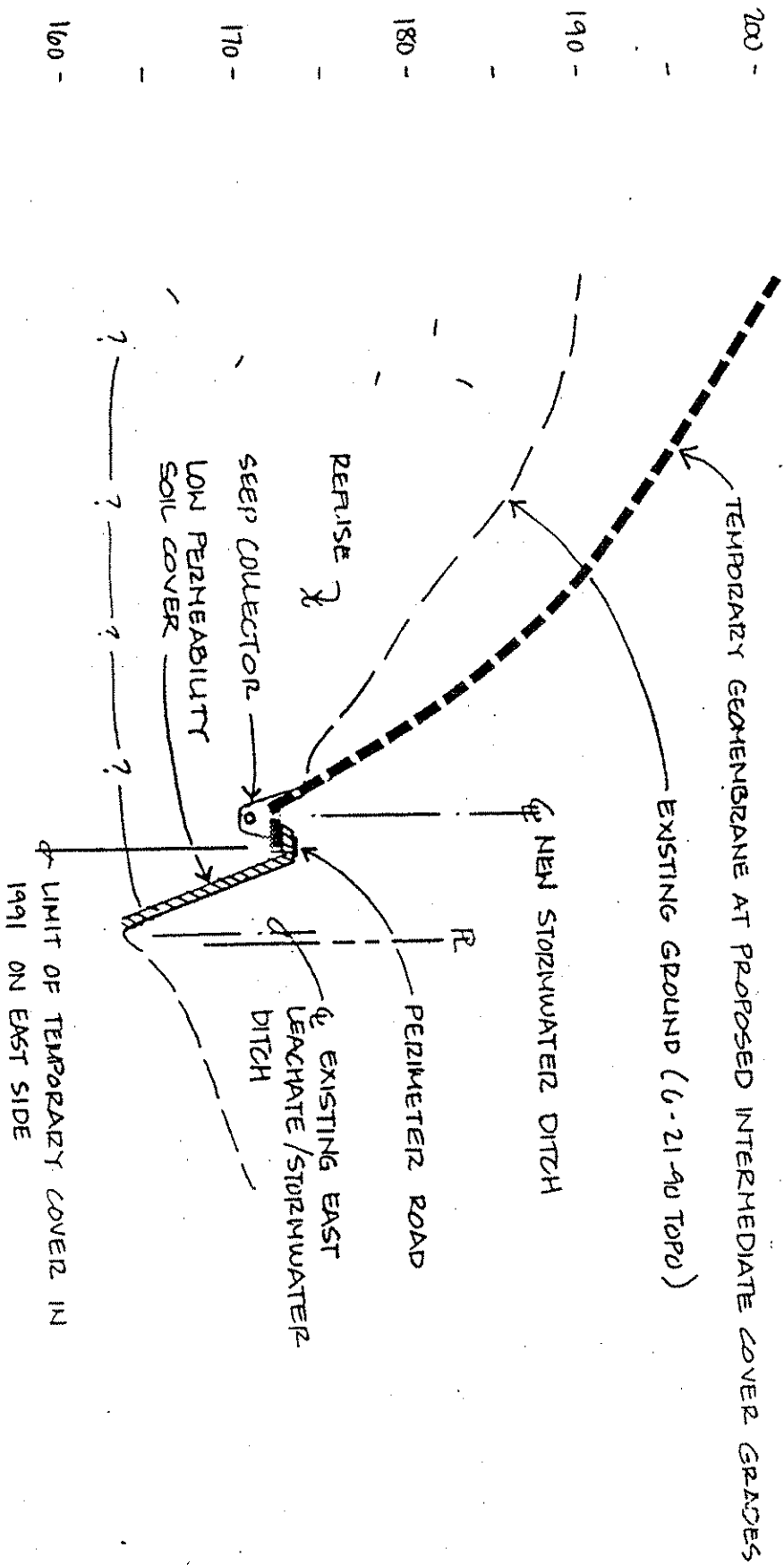


FIGURE 3-4

# SECTION C

1" = 50' HORIZ / 1" = 10' VERTICAL



