

46. Webster ID; Webster Unit, Solomon Division, P-SMBP; Gaylord, Kansas: Legislation is pending for equalization of the construction obligation payments over the remaining years of the water supply repayment obligation period, and to delay the increase in the reserve fund payments.

#### Modified Contract Actions

19. Clark Canyon Water Supply Company, East Bench Unit, P-SMBP, Montana: Negotiating renewal of contract No. 14-06-600-3592 which was amended to expire March 31, 2006. Current contract may be amended again to extend the term not to exceed an additional 2 years pursuant to Section 208 of the 2005 Consolidated Appropriations Act if necessary and agreed to by both parties.

20. East Bench ID, East Bench Unit, P-SMBP, Montana: Negotiating renewal of contract No. 14-06-600-3593 which was amended to expire March 31, 2006. Current contract may be amended again to extend the term not to exceed an additional 2 years pursuant to Section 208 of the 2005 Consolidated Appropriations Act if necessary and agreed to by both parties.

27. Hill County WD, Milk River Project, Montana: Drafting contracts for renewal of municipal water supply contract No. 14-06-600-8954 which expires August 1, 2006. The proposal includes splitting the contract between Hill County WD and North Havre County WD which both receive their full water supply under the current contract.

Dated: March 28, 2006.

#### Roseann Gonzales,

Director, Office of Program and Policy Services.

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## DEPARTMENT OF JUSTICE

### Notice of Lodging of Proposed Consent Decree Under the Comprehensive Environmental Response, Compensation and Liability Act

Notice is hereby given that on May 4, 2006, a proposed Consent Decree in *United States v. Browning-Ferris, Inc., et al.*, Civil Action No. 06-1134, was lodged with the United States District Court for the District of Maryland.

The proposed consent decree in *United States v. Browning-Ferris, Inc., et al.*, resolves the claims of the United States and Maryland under sections 106 and 107 of the Comprehensive Environmental Response, Compensation

and Liability Act ("CERCLA"), 42 U.S.C. 9606 and 9607, at the Kane and Lombard Site, located in Baltimore, Maryland (the "Site"). This consent decree obligates four defendants to perform the remedy that EPA selected for the second operable unit at the Site. Also included in the decree are fourteen parties that are contributing financially to the clean-up through payments to the defendants, but who will not be performing the work nor directly reimbursing the Federal or state past response costs. EPA estimates that the work to be performed pursuant to this consent decree will be approximately \$7,345,000.

The Department of Justice will receive comments relating to this Consent Decree for a period of thirty (30) days from the date of this publication. Comments should be addressed to the Assistant Attorney General, Environmental and Natural Resources Division, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611, attention: Nancy Flickinger, and should refer to *United States v. Browning-Ferris, Inc., et al.*, Civil Action No. 06-1134, and DOJ # 90-11-2-299/1.

The Consent Decree may be examined at the Office of the United States Attorney for the District of Maryland, 36 S. Charles Street, Baltimore, MD 21201, and at U.S. EPA Region III's Office, 1650 Arch Street, Philadelphia, PA 19103. During the public comment period, the consent decree may also be examined on the following Department of Justice Web site, <http://www.usdoj.gov/enrd/open.html>. A copy of the consent decree may also be obtained by mail from the Consent Decree Library, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611 or by faxing or e-mailing a request to Tonia Fleetwood ([tonia.fleetwood@usdoj.gov](mailto:tonia.fleetwood@usdoj.gov)), fax no. (202) 514-0097, phone confirmation number (202) 514-1547. In requesting a copy from the Consent Decree Library, please enclose a check in the amount of 25 cents per page reproduction cost for a full copy of the consent decree, payable to the U.S. Treasury.

#### W. Benjamin Fisher,

Deputy Section Chief, Environmental Enforcement Section, Environment and Natural Resources Division.

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## DEPARTMENT OF JUSTICE

### Notice of Lodging of Consent Decree Under the Resource Conservation and Recovery Act

Notice is hereby given that on May 11, 2006, a proposed Consent Decree ("CD") in *United States, et al., v. FMB—First Michigan Bank, or its successor, as Trustee of the Mary A. Windolph Trust*, Civil Action No. 1:88-cv-00097 was lodged with the United States District Court for the Western District of Michigan, Southern Division.

In this action, the United States sought on behalf of the United States Environmental Protection Agency the imposition of civil penalties and permanent injunctive relief at the KHI, Inc. facility in Holland, Michigan, formerly known as Kent-Holland Die Casting & Plating, Inc. (the "KHI Facility") owned by the Mary A. Windolph Trust, pursuant to Section 3008 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6928. The CD resolves claims that the Mary A. Windolph Trust, as current owner of the KHI Facility, failed to comply with RCRA permitting requirements for hazardous waste treatment, storage, and disposal facilities. The CD builds upon a March 17, 1988 Stipulation in which the Defendant, FMB—First Michigan Bank, or its successor, as Trustee for the Mary A. Windolph Trust, agreed to perform the closure and post-closure activities at the KHI Facility. The Defendant has completed closure requirements. Under the CD, the Defendant must continue to comply with on-going post-closure plans, pay a civil penalty of \$10,000, and place a minimum of \$113,000 and a maximum of \$350,000 in an environmental escrow to fund its remaining obligations. Additionally, the Defendant agrees to continue to provide EPA with access to the KHI Facility during the post-closure work. Further, upon payment of the civil penalty, the United States convenants not to sue the Defendant pursuant to 40 CFR Part 265 Subpart G and Sections 3008 and 7003 of RCRA, 42 U.S.C. 6928 and 6973, and Part 111 of the Michigan's Natural Resources and Environmental Protection Act ("NREPA") for closure and corrective action related obligations at the KHI Facility, and Sections 106 and 107(a) of CERCLA, 42 U.S.C. 9606 and 9607(a), and Part 201 of NREPA with respect to Existing Contamination at the KHI Facility. Additionally, this CD includes a prospective purchaser agreement, attached to the CD as Appendix C, entitled "Agreement and Covenant Not to Sue." The United States convenants