

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FILED  
LODGED  
ENTERED  
RECEIVED

JAN 20 1998

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

FILED  
LODGED  
ENTERED  
RECEIVED  
OCT 16 1997 MR  
AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

BY UNITED STATES OF AMERICA,  
THE STATE OF WASHINGTON, AND THE  
TULALIP TRIBES OF WASHINGTON

Plaintiffs,

CIVIL ACTION NO.

v.

THE BOEING COMPANY, GOODWILL INDUSTRIES  
INC., KAISER CEMENT CORP. f/k/a KAISER  
CEMENT & GYPSUM, KAISER GYPSUM CO.,  
INC., MANSON CONSTRUCTION CO., R.W.  
RHINE, INC., RICHARD HALFFMAN d/b/a  
HALFFMAN TRUCKING, R.M. HALFFMAN,  
INC. d/b/a HALFFMAN TRUCKING, SAFEWAY  
INC. and WASHINGTON IRON WORKS,  
et al.,

Defendants.

**C97-1648** *WJ*

RELATED CASE:  
NO. C97-152-D

DE MINIMIS CONSENT DECREE FOR NATURAL RESOURCE DAMAGES  
WITH MANSON CONSTRUCTION & ENGINEERING COMPANY

This Consent Decree is made and entered into by the United States of America, the Washington Department of Ecology on behalf of the State of Washington, and the Tulalip Tribes of Washington, as their respective interests appear in the complaint, including as trustees for natural resources (collectively referred to as "Plaintiffs") and defendant Manson Construction and Engineering Company ("Manson").

De minimis Consent  
Decree for Natural  
Resource Damages

U.S. Dept. of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point way, NE  
Seattle, WA 98115  
(206) 526-6617

*Get copy, WJD, 5-10-03*

*18*

1 I. INTRODUCTION

2 1. The Plaintiffs allege that the Tulalip Landfill is  
3 located on Ebey Island between Steamboat Slough and Ebey Slough  
4 in the Snohomish River delta system between Everett and  
5 Marysville, Washington. Ebey Island is located in Snohomish  
6 County, Township 30N, Range 5E, Section 32. The Tulalip Landfill  
7 Superfund Site ("the Site"), located within the Tulalip Indian  
8 Reservation, occupies approximately 147 acres of the western  
9 portion of Ebey Island, just to the west of Interstate 5 and the  
10 Burlington Northern Railroad. The landfill area ("the Tulalip  
11 Landfill") is bordered by a berm and is surrounded primarily by  
12 wetlands in the form of freshwater and brackish water marshes.  
13 To the west of the landfill area are approximately 160 acres of  
14 salt marsh.

15 2. The Plaintiffs allege that in 1964, The Tulalip Tribes,  
16 a Section 17 Corporation federal corporation chartered pursuant  
17 to Section 17 of the Indian Reorganization Act, as amended, 25  
18 U.S.C. § 477, leased the Site to Seattle Disposal Company for a  
19 period of 10 years. From 1964 to 1979, Seattle Disposal Company,  
20 its general partners J. Razore, J. Banchemo, and other partners,  
21 and Marine Disposal Company, operated the Site, then known as the  
22 "Big Flats Landfill," as a disposal site for commercial and  
23 industrial waste. The Plaintiffs allege that waste material  
24 collected in King County, Snohomish County, and communities in  
25 and around the Puget Sound region, including waste materials

1 containing hazardous substances generated or transported by  
2 Manson, was delivered to the Site by a variety of methods.  
3 Seattle Disposal Company and other parties, including entities  
4 now operated by Washington Waste Hauling and Recycling, Inc. and  
5 Waste Management Inc., transported waste material using barges  
6 and other vessels directly from Seattle to the Site by way of  
7 Puget Sound. Other parties, including Rubatino Refuse Removal,  
8 Inc., directly delivered waste material to the Site. In 1979,  
9 the landfill was closed and capped pursuant to the Rivers and  
10 Harbors Act of 1899, 33 U.S.C. §§ 403 and 407, and the Federal  
11 Water Pollution Control Act, 33 U.S.C. §§ 1311, 1319, 1342, and  
12 1344, pursuant to a consent decree entered in the United States  
13 District Court for the Western District of Washington on October  
14 19, 1977, No. C77-721M. Additional capping materials, including  
15 construction debris and earthen materials, were placed on the  
16 source area by other parties after the 1979 consent decree  
17 closure, pursuant to the NPDES permit.

18 3. The Plaintiffs allege that hazardous substances within  
19 the definition of Section 101(14) of the Comprehensive  
20 Environmental Response, Compensation and Liability Act  
21 ("CERCLA"), 42 U.S.C. § 9601(14), have been released into the  
22 environment from the Site as a result of Manson's disposal  
23 activities. Hazardous substances have been found in soils in and  
24 around the Site, in sediments around the Site, in leachate  
25 emanating from the Site, and in ground water at the Site.

1 Hazardous substances of concern found in soils and sediments  
2 include benzo(a)anthracene, benzo(a)pyrene, benzo(b)flouranthene,  
3 benzo(k)flouranthene, bis(2-ethylhexyl)phthalate, chrysene, 1,4-  
4 dichlorobenzene, flouranthene, fluorine, naphthalene, N-nitroso-  
5 di-n-propylamine, polychlorinated biphenyls (PCBs), and pyrene.  
6 Metals were also found at the Site, including arsenic, lead, and  
7 chromium. Samples of leachate flowing from the Site have shown  
8 levels of arsenic, barium, cadmium, iron, zinc, manganese,  
9 toluene, ethylbenzene, PCBs, and acenaphthene.

10 4. The Plaintiffs allege that, as a result of these  
11 releases of hazardous substances, injuries to, destruction or  
12 losses of natural resources have occurred at the Site, and that  
13 such injuries, destruction or losses are compensable under  
14 Section 107(a)(4)(C) of CERCLA, 42 U.S.C. § 9607(a)(4)(C), and  
15 the Model Toxics Control Act ("MTCA"), Ch. 70.105D RCW.

16 5. Plaintiffs have filed, contemporaneously with the  
17 lodging of this Consent Decree, a civil complaint alleging that  
18 Manson is liable under Section 107 of CERCLA, 42 U.S.C. § 9607,  
19 and Ch. 70.105D RCW, to the Plaintiffs for damages for the injury  
20 to, destruction of or loss of natural resources caused by the  
21 release of hazardous substances at or from the Site.

22 6. Information currently known to the Plaintiffs,  
23 including the United States Environmental Protection Agency  
24 ("EPA"), indicates that the amount of hazardous substances  
25 contributed to the Site by Manson is minimal when compared to the

1 total amount of the hazardous substances at the Site, and that  
2 the toxic or other hazardous effects of the substances  
3 contributed by Manson to the Site do not contribute  
4 disproportionately to the cumulative toxic or other hazardous  
5 effects of the hazardous substances at the Site. This includes  
6 any materials contributed by Manson that were placed on the  
7 source area after the 1979 consent decree closure of the Site.  
8 Attachment A to this Consent Decree lists the volume and general  
9 nature of hazardous substances contributed to the Site, based on  
10 available information.

11 7. The purposes of this Consent Decree are to resolve the  
12 liability of Manson for claims for Natural Resource Damages  
13 resulting from releases of hazardous substances at or from the  
14 Tulalip Landfill, and to resolve all claims, counter-claims and  
15 cross-claims which may arise out of or relate to such claims, and  
16 to protect Manson against claims for contribution regarding  
17 Covered Matters.

18 8. The parties recognize, and this Court finds, that the  
19 parties have negotiated this Consent Decree in good faith, and  
20 that implementation of this Consent Decree will avoid lengthy and  
21 protracted litigation, is fair, equitable, and in the public  
22 interest.

23 NOW, THEREFORE, the parties agree, and it is hereby ORDERED  
24 ADJUDGED, AND DECREED as follows:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**II. PARTIES**

9. "United States" means the United States of America, in all its capacities, including inter alia all departments, administrations, natural resource trustees, and agencies of the Federal Government.

10. The "Tulalip Tribes of Washington" is a federally recognized Indian tribe organized under section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 476, and is the successor in interest to the Snohomish, Snoqualmie, Skykomish and other tribes and bands party to the Treaty of Point Elliot.

11. The "Department of Ecology" means the Washington Department of Ecology as designated state trustee pursuant to Section 107(f) of CERCLA, and 40 C.F.R. Part 300, Subpart G, and in its statutory role under MTCA, Ch. 70.105D, RCW.

12. "The State of Washington" or "the State" means the State of Washington, including inter alia all departments, administrations, natural resource trustees and agencies thereof.

**III. JURISDICTION**

13. This Court has jurisdiction over this Consent Decree under Sections 107(a) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a) & 9613(b), 28 U.S.C. §§ 1331 & 1345, and RCW Ch. 70.105D.

**IV. DEFINITIONS**

14. Whenever the following capitalized terms are used in this Consent Decree, they shall have the following meaning:

U.S. Dept. Justice  
NOAA DARC/DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1 a. "Final Approval" shall mean the earliest date on  
2 which all of the following have occurred: (1) the Court has  
3 approved and entered the Consent Decree as a judgment, without  
4 modifying the Consent Decree prior to or at the time of approval  
5 in a manner inconsistent with the parties' intentions; and (2)  
6 the time for appeal from that judgment has expired without the  
7 filing of an appeal, or the judgement has been upheld on appeal  
8 and either the time for further appeal has expired without the  
9 filing of a further appeal or no further appeal is allowed.

10 b. "Natural Resources" include land, fish, wildlife,  
11 biota, air, water, groundwater, drinking water supplies, and  
12 other such resources belonging to, managed by, held in trust by,  
13 appertaining to, or otherwise controlled by the United States  
14 (including the resources of the exclusive economic zone), the  
15 State of Washington or the Tulalip Tribes of Washington.

16 c. "Natural Resource Damages" means compensatory and  
17 remedial relief recoverable by the Federal, State and Tribal  
18 Trustees of Natural Resources on behalf of the public or tribal  
19 members for injury to, destruction of, or loss of use of any and  
20 all Natural Resources resulting from the release of hazardous  
21 substances, including (1) costs of damage assessment; (2)  
22 compensation for loss, injury, impairment, damage or destruction  
23 of Natural Resources, whether temporary or permanent, or for loss  
24 of use value, non-use value, passive value, option value, amenity  
25 value, bequest value, existence value, consumer surplus, economic

26  
27  
28

1 rent, or any similar value of Natural Resources; (3) any  
2 diminution in value of Natural Resources pending restoration; and  
3 (4) costs of restoring, rehabilitating, replacing, or acquiring  
4 the equivalent of the Natural Resources.

5 d. "Covered Matters" means any civil or  
6 administrative liability Manson may have to the United States,  
7 the State of Washington (including the Washington Department of  
8 Ecology), the Tulalip Tribes of Washington, or any other  
9 individual or entity for any claim under 42 U.S.C. §§  
10 9607(a)(4)(c) & 9607(f), 33 U.S.C. § 1321, 33 U.S.C. § 2701,  
11 chapter 70.105D RCW, chapter 90.48 RCW, or any other federal,  
12 state, tribal or common law, for Natural Resource Damages  
13 resulting from releases of hazardous substances at or from the  
14 Tulalip Landfill.

15 **V. PAYMENT AND RELATED MATTERS**

16 15. Within 30 days of the entry of this Consent Decree,  
17 Manson shall deliver a certified check payable to Clerk, United  
18 States District Court, Western District of Washington, in the  
19 amount corresponding to the de minimis tier to  
20 which it belongs as set forth in Attachment B hereto, to:

21 Barbara Brouner  
22 Financial Litigation Unit  
23 Office of the United States Attorney  
24 3600 SeaFirst Fifth Avenue Plaza  
25 800 Fifth Avenue  
26 Seattle, WA 98104

27 U.S. Dept. Justice  
28 NOAA DARC/DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617



1 The certified check shall reference the "Tulalip Landfill de  
2 minimis NRD Settlement."

3 16. Manson shall provide written notification of the  
4 aforesaid delivery to the persons designated in Paragraph 30  
5 immediately after it is made. Manson's obligation to make such  
6 delivery for subsequent deposit to the Registry is a contractual  
7 obligation to Plaintiffs effective as of the day of lodging of  
8 the Decree and is enforceable as a contract regardless of when  
9 the Decree is entered by the Court.

10 17. The Office of the United States Attorney shall deposit  
11 the payment referred to in Paragraph 15 into the Registry of the  
12 Court in accordance with the accompanying Order Directing the  
13 Deposit of Funds into the Registry of the Court. (Attachment C).

14 18. All funds paid by Manson shall remain in the Court  
15 Registry and shall not be returned unless: (i) Final Approval of  
16 this Consent Decree does not occur; or (ii) the United States,  
17 the State of Washington or the Tulalip Tribes of Washington,  
18 either jointly or independently, withdraw their consent to the  
19 Decree in accordance with Paragraph 31. If this Consent Decree  
20 does not become final for either of the foregoing reasons, all  
21 sums paid into the Court Registry by Manson shall, immediately  
22 upon the date of maturity of any securities purchased with such  
23 funds by the Clerk of the Court, be returned to Manson after  
24 deductions for any administrative costs for maintaining the  
25 account.

26  
27  
28 Manson Consent Decree

1           19. The amount deposited into the Registry of the Court  
2 shall remain in the Registry of the Court as Natural Resource  
3 Damages pursuant to the Order Directing the Deposit of Funds into  
4 the Registry of the Court (Attachment C), which is hereby  
5 incorporated into this Decree. Natural Resource Damages in the  
6 Registry of the Court shall be used only for assessing,  
7 restoring, rehabilitating, replacing or acquiring the equivalent  
8 of injured natural resources as provided in 42 U.S.C. §  
9 9607(f)(1) and Chapter 70.105D RCW. These funds shall be managed  
10 pursuant to the Order Directing Deposit of Funds into the  
11 Registry of the Court (Attachment C).

12           20. If Manson fails to timely make any payment required  
13 under this Consent Decree, it shall be liable, commencing the day  
14 after payment is due, for interest on the unpaid balance at the  
15 federal judgment interest rate computed in accordance with 28  
16 U.S.C. § 1961 as of the date payment is due, and, if incurred,  
17 the costs of enforcement and collection pursuant to the Federal  
18 Debt Collection Procedure Act, 28 U.S.C. § 3001 et seq.

19                                   **VI. COVENANTS NOT TO SUE**

20           21. In consideration of Manson's timely compliance with the  
21 terms of this Consent Decree, the United States, the State of  
22 Washington (including the Washington Department of Ecology) and  
23 the Tulalip Tribes of Washington covenant not to sue or take any  
24 other civil or administrative action, after entry of this Consent  
25 Decree, against Manson for Covered Matters. This covenant not to

1 sue is subject to the reservations in Section VIII of this  
2 Decree.

3 22. In consideration of the Plaintiffs' covenants not to  
4 sue in this Section VI of this Consent Decree, Manson agrees not  
5 to assert any claim or cause of action against any of the  
6 Plaintiffs arising out of injuries to Natural Resources resulting  
7 from releases of hazardous substances at or from the Site, or to  
8 seek any costs, damages or attorneys' fees from any Plaintiff in  
9 connection with injuries to natural resources resulting from  
10 releases of hazardous substances at or from the Site.

11 **VII. CONTRIBUTION PROTECTION**

12 23. Subject to the Reservation of Rights in Section VIII of  
13 this Consent Decree, Plaintiffs agree that by entering into this  
14 Consent Decree, Manson will have resolved its liability for  
15 Covered Matters, as described in Paragraphs 14(d) and 21 of this  
16 Consent Decree, pursuant to Sections 122(g)(5) and 113(f)(2) of  
17 CERCLA, 42 U.S.C. § 9622(g)(5) and 9613(f)(2), Chapter 70.105D  
18 RCW and Chapter 90.48 RCW, and shall be protected against claims  
19 for contribution regarding Covered Matters as provided in  
20 Sections 122(g)(5) and 113(f)(2) of CERCLA, 42 U.S.C. §§  
21 9622(g)(5) and 9613(f)(2), and Chapter 70.105D RCW.

22 **VIII. RESERVATION OF RIGHTS**

23 24. Nothing in this Consent Decree is intended to be nor  
24 shall it be construed as a release or covenant not to sue for any  
25 claim or cause of action, administrative or judicial, civil or  
26

27 U.S. Dept. Justice  
NOAA DARC/DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1 criminal, past or future, at law or in equity, which the  
2 Plaintiffs may have against Manson for:

3 a. Any claims and liability as a result of failure to  
4 make the payments required by this Consent Decree;

5 b. Any liability arising from the past, present, or  
6 future disposal, release, or threat of release of any hazardous  
7 substance, hazardous waste, or solid waste other than releases or  
8 threats of releases at or from the Site; or

9 c. Any criminal liability.

10 25. As required by MTCA, RCW 70.105D.040(4)(c), nothing in  
11 this Consent Decree is intended to be nor shall it be construed  
12 as a release or covenant not to sue by the State of Washington  
13 for any claim or cause of action, administrative or judicial,  
14 civil or criminal, past or future, at law or in equity, which the  
15 State of Washington may have against Manson for factors not known  
16 at the time of entry of the decree that are discovered and  
17 present a previously unknown threat to human health or the  
18 environment. Factors known and threats known at the time of the  
19 entry of the consent decree include all facts, documents,  
20 evidence and data in the possession of EPA at the time of entry  
21 of the Consent Decree, including but not limited to all of the  
22 facts set forth in documents in EPA's administrative record for  
23 the Site, EPA's Risk Assessment for the Site and EPA's Proposed  
24 Plan for Interim Remedial Action for the Site.

25

26

27

28

1 26. Nothing in this Consent Decree constitutes a covenant  
2 not to sue or to take action or otherwise limit the ability of  
3 the Plaintiffs to seek or obtain further relief from Manson, and  
4 the covenant not to sue in Section VI of this Consent Decree is  
5 null and void, if information not known to EPA at the time of  
6 entry of the Consent Decree is discovered which indicates that  
7 Manson contributed hazardous substances to the Site in such  
8 greater amount or of such greater toxic or other hazardous  
9 effects that Manson no longer qualifies as a de minimis party at  
10 the Site because it contributed more than a minimal amount of the  
11 hazardous substances at the Site or contributed hazardous  
12 substances which contributed disproportionately to the cumulative  
13 toxic or other hazardous effects of the hazardous substances at  
14 the Site.

15 **IX. DISCLAIMER OF LIABILITY**

16 27. Neither entry of this Consent Decree nor any action in  
17 accordance with this Consent Decree shall constitute an admission  
18 of liability under any federal, state, tribal or local statute,  
19 regulation, ordinance, general maritime law or common law by  
20 Manson, its present or former officers, members, directors,  
21 trustees, shareholders, insurers, agents, representatives,  
22 employees, subsidiaries, successors, assigns or affiliates, for  
23 any fine, penalty, response costs, damages, or claims or any  
24 issues of fact or law for releases of hazardous substances at the  
25 Site.

1 28. Nothing in this Consent Decree shall preclude the Port  
2 of Seattle from asserting a claim or cause of action against  
3 Manson arising out of materials identified in footnote (b) of  
4 Attachment A to this Consent Decree.

5 29. The parties further agree that none of the provisions  
6 of this Consent Decree or evidence of negotiations shall be  
7 offered or received in evidence in this action or any other  
8 action or proceedings by any other party for any purpose, except  
9 for enforcement of this Consent Decree or except as specifically  
10 provided herein.

11 **X. NOTICES AND SUBMISSIONS**

12 30. Whenever, under the terms of this Consent Decree,  
13 written notice is required to be given or a report or other  
14 document is required to be sent by one party to the other, it  
15 shall be directed to individuals at the addresses specified  
16 below, unless those individuals or their successors give written  
17 notice of a change. All notices and submissions shall be  
18 considered effective upon receipt, unless otherwise provided.

19 **As to the United States:**

20 Chief  
21 Environmental Enforcement Section  
22 Environment and Natural Resources Division  
23 U.S. Department of Justice  
24 P.O. Box 7611  
25 Ben Franklin Station  
26 Washington, D.C. 20044

27 U.S. Dept. Justice  
28 NOAA DARC/DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1        As to the State of Washington:

2                Fred Gardner  
3                Toxics Cleanup Program  
4                State of Washington  
                 P.O. Box 47600  
                 Olympia, Washington 98504-7600

5        As to the Tulalip Tribes of Washington:

6                Tom McKinsey  
7                Tulalip Tribes of Washington  
                 6326 33rd Ave., N.E.  
                 Marysville, Washington 98271

8                                XI. ENTRY OR DISAPPROVAL OF DECREE

9  
10            31. This Consent Decree shall be lodged with the Court for  
11 a period of not less than thirty (30) days and shall be made  
12 available for public notice and comment in accordance with  
13 Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), 28 C.F.R. §  
14 50.7, and RCW 70.105D.040(4)(a). The United States, the Tulalip  
15 Tribes of Washington and the State of Washington fully intend to  
16 defend the settlement embodied in this Consent Decree against any  
17 challenge. The United States and the Tulalip Tribes of  
18 Washington reserve the right to withdraw or withhold their  
19 consent if the comments regarding the Consent Decree disclose  
20 facts or considerations that indicate that the Consent Decree is  
21 inappropriate, improper, or inadequate. The State of Washington  
22 reserves the right to withdraw or withhold its consent if the  
23 comments regarding the Consent Decree disclose facts or  
24 considerations that demonstrate that the proposed settlement  
25 would not lead to a more expeditious cleanup of hazardous

26    U.S. Dept. Justice  
27    NOAA DARC/DOJ  
   7600 Sand Point Way, NE  
   Seattle, WA 98115  
   (206) 526-6617

1 substances as provided in RCW 70.105D.040(4)(a). Manson consents  
2 to the entry of this Consent Decree without further notice.

3 32. After Final Approval of this Consent Decree, this  
4 Consent Decree shall be considered an enforceable judgement for  
5 purposes of post-judgement collection in accordance with Rule 69  
6 of the Federal Rules of Civil Procedure and other applicable  
7 federal statutory authority.

8 33. Manson hereby waives the 60-day notice requirement  
9 applicable to the State of Washington and the Tulalip Tribes of  
10 Washington by virtue of Section 113(g)(1) of CERCLA, 42 U.S.C. §  
11 9613(g)(1), and agrees that any failure by Plaintiffs to give the  
12 notice required by that section shall not constitute a deficiency  
13 in the Complaint or in this Consent Decree.

14 34. This Court retains jurisdiction over both the subject  
15 matter of this Consent Decree and Parties hereto for the duration  
16 of the performance of the terms and conditions of this Consent  
17 Decree solely for the purpose of enforcing those terms and  
18 conditions.

19 35. In the event this Consent Decree is not given Final  
20 Approval, this Consent Decree and all agreements contained herein  
21 shall become null and void and of no further force and effect,  
22 and shall not be used or referred to for any purpose whatsoever.  
23 In such event, this Consent Decree and all negotiations and  
24 proceedings relating thereto shall be deemed to be without  
25 prejudice to the rights of the parties, who shall be restored to  
26



1 their respective positions immediately prior to the lodging of  
2 this Consent Decree in Court, and shall retain all legal rights,  
3 remedies and defenses that otherwise would have existed.

4 **XII. MISCELLANEOUS**

5 36. In any subsequent administrative or judicial proceeding  
6 initiated by the United States for injunctive relief, recovery of  
7 response costs, or other appropriate relief relating to the Site,  
8 Manson shall not assert, and may not maintain, any defense or  
9 claim based upon the principles of waiver, res judicata,  
10 collateral estoppel, issue preclusion, claim-splitting, or other  
11 defenses based upon any contention that the claims raised by the  
12 United State in the subsequent proceeding were or should have  
13 been brought in the instant case; provided, however, that nothing  
14 in this paragraph affects the enforceability of the covenants not  
15 to sue set forth in Section VI.

16 37. Manson shall not reference or rely upon its payment  
17 under this Consent Decree in any application for dredged or fill  
18 material under Section 404 of the Federal Water Pollution Control  
19 Act, 33 U.S.C. § 1344, or in any proceeding arising out of  
20 Manson's application, or failure to apply, for such a permit.

21 38. This Consent Decree shall not affect any party's rights  
22 against any person or entity not a party to this Consent Decree,  
23 except for the contribution protection provisions of Section VII  
24 and the provisions of Paragraph 43. No person or entity other  
25

1 | than the parties hereto shall have the authority to seek to  
2 | enforce the terms of this Consent Decree.

3 |         39. This Consent Decree constitutes the entire agreement  
4 | among the parties with regard to the subject matter hereof and  
5 | can be modified or amended only with the express written consent  
6 | of all the parties to this Consent Decree.

7 |         40. The undersigned representatives of Plaintiffs and  
8 | Manson each certify that he or she is fully authorized to enter  
9 | into the terms and conditions of this Consent Decree and to  
10 | execute and legally bind the party whom he or she represents to  
11 | this Consent Decree. The Tulalip Tribes of Washington's joinder  
12 | to this Decree is solely in its capacity as a trustee for natural  
13 | resources and constitutes a limited waiver of the Tulalip Tribes  
14 | of Washington's sovereign immunity for the sole and limited  
15 | purpose of enforcing the terms of this Consent Decree; provided  
16 | that, this Consent Decree shall not act as a general waiver of  
17 | sovereign immunity nor shall it in any way impair treaty-reserved  
18 | hunting and fishing rights.

19 |         41. This Consent Decree may be executed in several  
20 | counterparts and by facsimile and, as executed, shall constitute  
21 | one agreement, binding on all parties hereto, even though all  
22 | parties do not sign the original or the same counterpart.

23 |         42. Except as otherwise provided herein each party to this  
24 | Consent Decree shall bear his, her or its own costs, attorneys  
25 | fees and disbursements.

26 |  
27 |

28 | Manson Consent Decree



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

We hereby consent to the entry of the foregoing Consent  
Decree:

FOR THE UNITED STATES OF AMERICA:

5/21/97  
Date

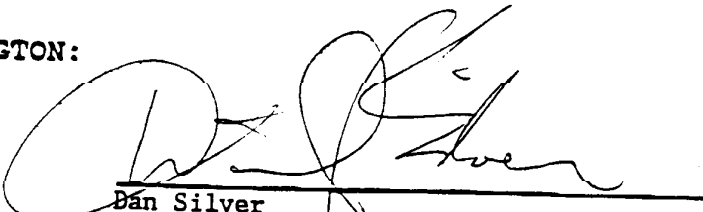
Joel Gross for  
JOEL GROSS  
Chief, Environmental Enforcement  
Section  
Environment and Natural Resources  
Division  
United States Department of Justice  
Washington, D.C. 20530

5/21/97  
Date

Sean Carman  
SEAN CARMAN  
Trial Attorney  
Environmental Enforcement Section  
United States Department of Justice  
NOAA DARC - DOJ  
7600 Sand Point Way, N.E.  
Seattle, Washington 98115-0070  
(206) 526-6617

1 FOR THE STATE OF WASHINGTON:  
2

3  
4 January 13, 1997  
Date



Dan Silver  
Assistant Director  
Toxics Cleanup Program  
Washington Department of Ecology  
P.O. Box 47600  
Olympia, Washington 98504-7600

8  
9 January 16, 1997  
Date



Mary McCrea  
Assistant Attorney General  
Ecology Division  
629 Woodland Square Loop, S.E.  
P.O. Box 40117  
Olympia, Washington 98504-0117

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Consent Decree

U.S. Department of Justice  
NOAA DARC/DOJ  
7600 Sand Point Way, N.E.  
Seattle, WA 98115  
(206) 526-6617

1 FOR THE TULALIP TRIBES OF WASHINGTON:  
2

3 JAN 10, 1997  
4 Date

BY: Stanley G. Jones Sr.  
Stanley G. Jones, Sr.  
Chairman  
Board of Directors

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

U.S. Department of Justice  
NOAA DARC/DOJ  
7600 Sand Point Way, N.E.  
Seattle, WA 98115  
(206) 526-6617

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

By the signature on this page, Manson Construction and Engineering Company hereby agrees to be bound by the terms of this Consent Decree

1-28-97  
Date

Everett P. Paup

**TULALIP LANDFILL SUPERFUND SITE  
PERCENTAGE SHARE FOR EACH PARTICIPATING PARTY**

DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**
NOTE: TOTAL VOLUME IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE LANDFILL SUPERFUND SITE.		
KENWORTH(PACCAR)	12,208.85	0.9811
SELLEN CONSTRUCTION	11,846.31	0.9735
GENERAL SERVICES ADMIN. (FEDERAL BUILDINGS)	11,502.74	0.9588
MANSON CONSTRUCTION (b)	11,350.41	0.9485
GENERAL CONSTRUCTION	10,171.74	0.8325
KING COUNTY (VARIOUS ENTITIES)	9,955.70	0.8220
CHAMPION INTRNTL(ST. REGIS)CHAMPION BLDG PROD.	9,789.38	0.8023
U.S. POST OFFICE	9,405.45	0.7754
SANITARY SERVICE COMPANY, INC./CITY OF BELLINGHAM	9,040.00	0.7437
H.S. WRIGHT	8,003.94	0.6598
U.S. COAST GUARD	8,949.07	0.7393
CRAFTSMAN PRESS	8,888.47	0.7308
KIRKLAND, CITY OF (a)	8,488.00	0.6988
NW GLASS	8,438.78	0.6968
SWEDISH HOSPITAL/DOCTORS HOSPITAL	7,744.08	0.6348
BETHLEHEM STEEL	7,689.00	0.6323
SEATTLE FIRST NATIONAL BANK	7,383.86	0.6075
RUBATINO REFUSE REMOVAL, INC	7,351.51	0.6058
ALASKAN COPPER & BRASS	8,267.83	0.6808
BUFFALO SANITARY WIPERS	8,214.00	0.6768
BURLINGTON NORTHERN, INC.	6,160.25	0.5083
CITY OF SEATTLE	5,982.41	0.4967
GENERAL TELEPHONE (GTE)	5,880.42	0.4841
FOSS LAUNCH & TUG COMPANY	5,803.09	0.4773
SEATTLE TIMES	5,801.24	0.4772
SEATTLE DISTRICT CORPS OF ENGINEERS	5,494.46	0.4538
J.C. PENNEYS	6,454.05	0.5341
PACIFIC N.W. BELL	5,072.81	0.4198
GROUP HEALTH	4,803.48	0.3974
SEATTLE POST INTELLIGENCER	4,868.73	0.4017
OLYMPIC HOTEL (FOUR SEASONS)	4,832.21	0.3984
VAR'S REST. (CAPT. TABLE, PIER 54, AND COMMISS )	4,671.04	0.3862
VIRGINIA MASON	4,634.25	0.3824
GALL & LANDAU CONSTRUCTION	4,520.14	0.3718
V.A. HOSPITAL	4,350.70	0.3598
SEALAND SERVICE, INC	4,292.83	0.3548
FORD MOTOR COMPANY	4,155.56	0.3412
NORDSTROMS	4,122.98	0.3398
PROVIDENCE HOSPITAL	4,063.88	0.3367
CROW ROOFING	4,041.50	0.3357
PEPSI/SEVEN-UP BOTTLING/GLASER BEVERAGE	3,908.43	0.3222
OWENS CORNING FIBERGLAS CORPORATION	3,893.55	0.3215



TULALIP LANDFILL SUPERFUND SITE  
PERCENTAGE SHARE FOR EACH PARTICIPATING PARTY

DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**
NOTE: TOTAL VOLUME IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE LANDFILL SUPERFUND SITE.		
WASHINGTON PLAZA (WESTIN)	3,804.40	0.1842
WEYERHAEUSER (S)	3,787.36	0.1834
METRO (CARKEER, AUCI, ALJO, TUKWILLA, RICH. BEACH)	3,611.53	0.1749
QARIGOLD	3,339.23	0.1628
MOREL FOUNDRY	3,344.00	0.1619
WASHINGTON STATE FERRY/COLEMAN DOCK (S)	3,086.93	0.1485
NORTH SHORE	3,025.60	0.1468
FIRESTONE STORE	2,874.79	0.1382
SAFECO INSURANCE	2,774.99	0.1344
PACIFIC IRON & METALS	2,812.46	0.1285
SEATTLE IRON & METALS	2,202.75	0.1088
CHILDREN'S ORTHOPEDIC HOSPITAL	2,107.20	0.1020
QFC (QUALITY FOOD CENTERS)	2,055.67	0.0985
PIKE PLACE MARKET AUTHORITY	1,990.12	0.0959
SOUTH SEATTLE COMMUNITY COLLEGE	1,971.74	0.0955
OLYMPIC STAINED PRODUCT	1,891.38	0.0916
SKYWAY LUGGAGE	1,864.40	0.0903
BON MARCHE	1,823.46	0.0883
TULLUS GORDON CONSTRUCTION	1,749.33	0.0847
PACIFIC FISHERMAN	1,726.44	0.0836
CONSOLIDATED FREIGHTWAY	1,653.21	0.0800
OBERTO SAUSAGE	1,649.91	0.0799
FENTRON INDUSTRIES	1,629.36	0.0789
STATE OF WASHINGTON (MILITARY DEPT.)	1,595.08	0.0772
PAYLESS DRUGS/PAY N SAVE	1,581.72	0.0768
NW HOSPITAL	1,566.57	0.0758
SEATTLE UNIVERSITY	1,567.09	0.0754
AMERICAN PRESIDENT LINE/AMERICAN MAIL LINES	1,514.98	0.0733
SEATTLE COMMUNITY COLLEGE DISTRICT	1,480.89	0.0707
WEST WATERWAY LUMBER	1,372.16	0.0664
HONEYWELL, INC.	1,361.13	0.0659
SEABOARD LUMBER	1,325.13	0.0642
ARDEN FARMS	1,284.78	0.0622
LUCKY STORE	1,284.41	0.0622
HURLEN CONSTRUCTION	1,263.43	0.0612
MARKETIME DRUGS, INC.	1,234.87	0.0598
JOHN FLUKE MANUFACTURING COMPANY	1,193.28	0.0578
SALMON TERMINAL	1,191.64	0.0577
FABRICATORS, INC.	1,187.46	0.0575
SCOUGAL RUBBER CORPORATION	1,185.23	0.0574
NC MACHINERY	1,180.67	0.0572
HILLIS HOMES, INC	1,177.73	0.0570

TULALIP LANDFILL SUPERFUND SITE  
PERCENTAGE SHARE FOR EACH PARTICIPATING PARTY

DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**
NOTE: TOTAL VOLUME IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE LANDFILL SUPERFUND SITE.		
ALBERTSONS FOOD CENTER	1,143.00	0.0653
FRED MEYER	1,102.93	0.0634
SEATTLE SEAFOOD(OCEAN BEAUTY)WA. FISH & OYSTER CO.	1,089.22	0.0627
RICHARDSON & HOLLAND	1,008.07	0.0489
WASHINGTON NATURAL GAS	991.26	0.0480
FISHER FLOUR MILLS	989.39	0.0478
NATIONAL OCEANIC ATM. ADMIN/PITTMON JANITORIAL	982.94	0.0476
AMERICAN CAN COMPANY	933.84	0.0462
SNOHOMISH COUNTY PUD	920.92	0.0448
TEXACO, INC.	913.78	0.0442
BAYLEY CONSTRUCTION (ROBERT E.) (4)	880.80	0.0428
GORDON BROWN, INC.	848.90	0.0411
GENERAL HOSPITAL	837.98	0.0408
WALL & CEILING SUPPLY	823.82	0.0398
WELCO LUMBER	812.09	0.0383
GENERAL MASKELL AMELCO	797.21	0.0368
NUCLEAR PACIFIC, INC.	786.70	0.0361
EVERETT HERALD	783.49	0.0378
UNITED PARCEL SERVICE	787.26	0.0371
HIGHT ROOFING	751.95	0.0364
TRIDENT IMPORTS	744.62	0.0361
LUCKS, OSCAR	741.30	0.0359
RICHES & ADAMS (RITCHIE & ADAMS)	725.21	0.0351
NW HOME FURNITURE MART	716.60	0.0347
RECREATIONAL EQUIPMENT	685.61	0.0332
NORTH SEATTLE COMMUNITY COLLEGE	678.62	0.0328
PIRATES PLUNDER	668.08	0.0323
KOHKOKU USA, INC.	660.00	0.0320
MERIDIAN EXCAVATING & WRECKING	643.88	0.0312
PSF INDUSTRIES	643.75	0.0312
K & N MEATS	635.91	0.0308
SEATTLE CENTRAL COMMUNITY COLLEGE	612.09	0.0298
THURMAN ELECTRIC & PLUMBING SUPPLY	601.80	0.0291
EVERETT COMMUNITY COLLEGE	585.58	0.0274
MAUST TRANSFER	584.53	0.0273
ARTS FOOD CENTER	580.88	0.0267
E & E MEATS	548.88	0.0266
EAGLE METALS COMPANY	543.17	0.0263
WESTERN GEAR	539.54	0.0261
WEST COAST CONSTRUCTION	538.17	0.0260
WWW WELLS MILLWORK	518.19	0.0250
KELLER SUPPLY	514.10	0.0249

TULALIP LANDFILL SUPERFUND SITE  
PERCENTAGE SHARE FOR EACH PARTICIPATING PARTY

DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**
NOTE: TOTAL VOLUME IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE LANDFILL SUPERFUND SITE.		
PETSCHL'S MEATS	508.56	0.0246
STAR MACHINERY COMPANY	495.22	0.0240
ACE GALVANIZING	491.24	0.0238
LAKE UNION TERMINAL	489.55	0.0237
BAYLESS BINDERY	478.95	0.0231
CHEMTHON CORPORATION	471.00	0.0228
DAVID A. MOWAT COMPANY	463.08	0.0224
LAKE UNION DRY DOCK	461.15	0.0223
BOISE CASCADE OFFICE SUPPLY	446.32	0.0216
MELTEC	441.97	0.0214
RED DOT	441.84	0.0214
INDUSTRIAL TRANSFER	430.20	0.0208
HARDWOOD'S, INC.	432.02	0.0208
PAMPCO CONSTRUCTION	418.52	0.0203
NEW RICHMOND LAUNDRY	414.89	0.0201
AMERICAN BUILDING MAINTENANCE (ABM)	406.88	0.0197
AUTO WAREHOUSING	391.67	0.0190
CROSBY & OVERTON	385.37	0.0187
KIERR LUMBER, INC.	373.58	0.0181
DEENY CONSTRUCTION	370.00	0.0179
IMPRESSIONS NW	360.11	0.0174
CREE CONSTRUCTION	356.18	0.0173
ELLSTROM MANUFACTURING	356.87	0.0173
TIZ'S DOORS SALES	347.67	0.0168
W.G. CLARK CONSTRUCTION COMPANY	344.23	0.0167
OLSON'S MARKET FOODS	338.29	0.0164
RICHMARK PRINTING	333.08	0.0161
INDEPENDENT PAPER	332.01	0.0161
SEATTLE TRADE CENTER	331.08	0.0160
PACIFIC MULTIFORM	328.82	0.0160
ALL CITY FENCE COMPANY	319.36	0.0155
CAPITAL INDUSTRIES	318.37	0.0154
CANTEEN SERVICE	311.09	0.0151
LAKESIDE SCHOOLS	302.99	0.0147
WASHINGTON STATE LIQUOR WHSE	302.02	0.0146
R. C. HEDREEN COMPANY	289.44	0.0140
HUSSMAN CORPORATION	277.20	0.0134
COMMERCIAL WAREHOUSE	270.08	0.0131
REYNOLDS ALUMINUM CORPORATION	269.93	0.0131
FOSTER & KLEISER/ACKERLEY COMMUNICATIONS	269.48	0.0130
PETER PAN SEAFOODS	259.56	0.0128
TURNER & PEASE	257.62	0.0125

02-May-96

**TULALIP LANDFILL SUPERFUND SITE  
PERCENTAGE SHARE FOR EACH PARTICIPATING PARTY**

DE MINIMIS SETTLING PARTY	TOTAL VOLUME (Tons)	PERCENT SHARE**
<b>NOTE: TOTAL VOLUME IS THE AMOUNT OF WASTE MATERIAL WITH HAZARDOUS SUBSTANCES OF SIMILAR TOXICITY CONTRIBUTED BY EACH SETTLING PARTY TO THE LANDFILL SUPERFUND SITE.</b>		
WASHINGTON CHAIN & SUPPLY	257.29	0.0125
JACOBSEN BRO AKA JACOBSON TERMINAL	249.96	0.0121
HENSEL PHELPS CONSTRUCTION	248.77	0.0120
NW ENVIRONMENTAL SERVICES (NW TANK SERVICE)	247.70	0.0120
SQI ROOFING	241.25	0.0117
BAUGH CONSTRUCTION	240.03	0.0116
PURDY COMPANY	236.93	0.0115
FISHERMAN'S BOAT SHOP, INC.	234.69	0.0114
PACIFIC PARTITIONS	215.71	0.0104
BRANDRUD MANUFACTURING	213.56	0.0103
NEWELL, C. A.	212.17	0.0103
<p>** Based on a total volume of 2,065,452.18 tons disposed of at the Tulalip Landfill.</p> <p>(a) Volumes are not inclusive of post-1996 materials used as capping materials at the landfill pursuant to NPOES permit.</p> <p>(b) Supplemental response reflected contract with SDC that provided 110,539.40 tons of cover material at the landfill.</p>		

**DE MINIMIS SETTLEMENT SUMMARY**

	NRD Payment Per Parly (\$)	Total Potential NRD Revenue For Tier (\$)
1.-	16,500	284,000
6.-4	9,900	247,500
4.-2	4,950	133,680
2.-1	2,475	101,475
1.-05	990	150,480
05.-01	N/A	897,105
Totals		

ATTACHMENT 25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ATTACHMENT C

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA, AND )  
THE TULALIP TRIBES OF WASHINGTON )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
THE BOEING COMPANY, GOODWILL INDUSTRIES )  
INC., KAISER CEMENT CORP. f/k/a KAISER )  
CEMENT & GYPSUM, KAISER GYPSUM CO., )  
INC., MANSON CONSTRUCTION CO., R.W. )  
RHINE, INC., RICHARD HALFFMAN d/b/a )  
HALFFMAN TRUCKING, R.M. HALFFMAN, )  
INC. d/b/a HALFFMAN TRUCKING, SAFEWAY )  
INC. and WASHINGTON IRON WORKS, )  
et al., )  
 )  
Defendants. )

CIVIL ACTION  
NO.

ORDER DIRECTING THE  
DEPOSIT OF FUNDS  
INTO THE REGISTRY  
OF THE COURT

RELATED CASE:  
NO. C97-152-D

This case arose out of the release of hazardous substances at the Tulalip Landfill Superfund Site ("the Site"), located within the Tulalip Indian Reservation, which occupies approximately 147 acres of the western portion of Ebey Island, just to the west of Interstate 5 and the Burlington Northern Railroad.

Order Directing the  
Deposit of Funds  
Into the Registry  
of the Court

U.S. Department of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1 This Order is entered pursuant to and in furtherance of the  
2 Consent Decree for Natural Resource Damages (the "Consent Decree")  
3 between Plaintiffs United States of America, State of Washington  
4 and the Tulalip Tribes of Washington, and defendants the Boeing  
5 Company, Goodwill Industries, Inc., Kaiser Cement Corp. f/k/a  
6 Kaiser Cement & Gypsum, Kaiser Gypsum Co., Inc., Manson  
7 Construction Co., Richard Halffman d/b/a Halffman Trucking, R.M.  
8 Halffman, Inc. d/b/a Halffman Trucking, R.W. Rhine, Inc., Safeway  
9 Inc., and Washington Iron Works, et al. (collectively referred to  
10 as "Participating Parties").

11 Under the De Minimis Natural Resource Damages Consent Decree  
12 in United States v. Ace Galvanizing, et al., No. C97-152-Z, entered  
13 by this Court on August 15, 1997, an account titled the "Tulalip  
14 Landfill NRD Settlement Account" ("the Account") was established in  
15 the Registry of the United States District Court for the Western  
16 District of Washington for payments received in that action and all  
17 related actions, including this one.

18 Under the Consent Decree, the Participating Parties have  
19 agreed to pay to the Account their share of Natural Resource  
20 Damages resulting from the release of hazardous substances at or  
21 from the Site, which Natural Resource Damages have been estimated  
22 for purposes of this de minimis settlement to be \$6.6 million.

23 Under the Consent Decree, Participating Parties will pay their  
24 respective shares of this de minimis settlement amount to the  
25 Account established by the Registry of the United States District  
26

27 Order Directing the  
Deposit of Funds  
Into the Registry  
28 of the Court

U.S. Department of Justice  
e/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1 Court for the Western District of Washington. The funds will  
2 thereafter remain in the Registry for use by the Natural Resource  
3 Trustees (National Oceanic and Atmospheric Administration of the  
4 U.S. Department of Commerce, the U.S. Department of the Interior,  
5 the Washington Department of Ecology on behalf of the State of  
6 Washington, and the Tulalip Tribes of Washington) for assessing,  
7 restoring, rehabilitating, replacing or acquiring the equivalent of  
8 natural resources injured, destroyed, or lost as a result of  
9 releases of hazardous substances at or from the Site. This Order  
10 addresses handling and investment of these funds by the Registry of  
11 the Court.

12 Pursuant to Rule 67 of the Federal Rules of Civil Procedure,  
13 28 U.S.C. § 2041, and Local Rule GR 6, and in accordance with the  
14 terms of the Consent Decree, it is hereby ORDERED that:

15 i. All funds received by the Clerk of the Court pursuant to  
16 the Consent Decree shall be deposited to the Account and  
17 administered by the Clerk of the Court as follows:

18 a) The funds shall be used to purchase 91-day government  
19 securities, at the highest prevailing interest rate available for  
20 such securities;

21 b) upon maturity of the securities referred to in  
22 subparagraph a), the Clerk shall consult with counsel for the  
23 United States regarding the purchase of additional short-term  
24 securities. Counsel for the United States shall consult with  
25 representatives of the Natural Resource Trustees and, depending  
26

27 Order Directing the  
28 Deposit of Funds  
Into the Registry  
of the Court

U.S. Department of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617



1 upon the Natural Resource Trustees' anticipated funding needs,  
2 shall advise the Clerk regarding the desired reinvestment in  
3 government securities. The Clerk may make any such allocations of  
4 funds as directed by counsel for the United States without further  
5 Order of the Court.

6 ii. All income earned as interest on funds so invested or  
7 deposited shall be credited to the Account.

8 iii. The Natural Resource Trustees may apply to the Court for  
9 an Order establishing an investment procedure or vehicle  
10 alternative to that identified in paragraph (ii) above that  
11 provides a comparable level of security and earnings potential,  
12 which application may be acted upon by the Court without notice to  
13 or consent by the Participating Parties.

14 iv. The Clerk shall prepare quarterly reports on the status  
15 and activity of the Account showing payments received,  
16 disbursements made, income earned, maturity dates of securities  
17 held, and principal balance, and shall distribute the reports to  
18 the following to counsel for the United States, the State of  
19 Washington and the Tulalip Tribes of Washington at the following  
20 addresses:

21 Ms. Kirsten Erickson  
22 National Oceanic and Atmospheric Administration  
23 Damage Assessment Center  
24 7600 Sand Point Way, NE  
25 Seattle, Washington 98115

26  
27 Order Directing the  
28 Deposit of Funds  
Into the Registry  
of the Court

U.S. Department of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1 Ms. Colleen Kelley  
2 Office of the Regional Solicitor  
3 United States Department of the Interior  
4 500 NE Multnomah Street, Suite 607  
5 Portland, Oregon 97232

6 Ms. Mary McCrea  
7 Assistant Attorney General  
8 Office of the Attorney General  
9 P.O. Box 40117  
10 Olympia, Washington 98504-0117

11 Mr. Keith Moxon  
12 Buck & Gordon  
13 1011 Western Avenue, Suite 902  
14 Seattle, Washington 98104

15 v. Funds in the Account shall remain in the Registry until  
16 further order of this Court.

17 vi. Applications for orders for disbursements from the  
18 Account shall be made by the United States on behalf of the Natural  
19 Resource Trustees, upon certification by each of the Natural  
20 Resource Trustees that their determination to make such  
21 disbursement was in compliance with the terms of the Decree,  
22 applicable law and such other decision making procedures as the  
23 Natural Resource Trustees may adopt. Such applications may be  
24 acted upon by the Court without notice to or consent by the  
25 Participating Parties.

26 vii. Funds deposited in the Account pursuant to this Order are  
27 subject to the assessment of fees as authorized at 56 Federal  
28 Register 53656 (November 4, 1991). In cases where the U.S.  
Government is a party to the action, the fees so deducted from the  
Account for this purpose may be restored to the Account upon

Order Directing the  
Deposit of Funds  
Into the Registry  
of the Court

U.S. Department of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

application filed with the Court by counsel for the United States.  
The Motion by the United States to enter the Consent Decree and  
this Order herein constitutes such an application and the Court  
hereby directs the Clerk to exempt the Tulalip Landfill NRD  
Settlement Account from the assessment of the fees described above.

viii. A certified copy of this Order shall be served upon  
the Clerk of this Court.

Dated \_\_\_\_\_

\_\_\_\_\_  
United States District Judge

Presented by:  
Sean Carman  
U.S Department of Justice  
c/o NOAA Damage Assessment  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617

Order Directing the  
Deposit of Funds  
Into the Registry  
of the Court

U.S. Department of Justice  
c/o NOAA DARC - DOJ  
7600 Sand Point Way, NE  
Seattle, WA 98115  
(206) 526-6617