

1 UNITED STATES DISTRICT COURT  
2 EASTERN DISTRICT OF WASHINGTON  
3  
4

5 UNITED STATES OF AMERICA, )  
6 )  
7 Plaintiff, ) CIV. NO. 2:15-CV-00161  
8 v. )  
9 INTALCO ALUMINUM ) CONSENT DECREE  
10 CORPORATION, )  
11 )  
12 Defendant. )  
13

14 I. BACKGROUND

15 A. The United States of America, on behalf of the United States Environmental  
16 Protection Agency (“EPA”) and the United States Department of Agriculture, Forest Service  
17 (“Forest Service” or “USFS”) (collectively, “Plaintiff”), filed a Complaint in this matter pursuant  
18 to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act,  
42 U.S.C. § 9607 (“CERCLA”), to recover past response costs incurred by the United States in  
connection with releases and threatened releases of hazardous substances from the Holden Mine  
Site in Chelan County, Washington (the “Site”).

B. Intalco Aluminum Corporation (“Settling Defendant” or “Intalco”) does not, by  
entering into this Consent Decree, admit any liability to Plaintiff arising out of the transactions or  
occurrences alleged in the Complaint.

C. Plaintiff and Settling Defendant (the “Parties” and individually, “Party”) agree,  
and this Court by entering this Consent Decree finds, that this Consent Decree has been

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1 negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and  
2 complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and  
3 in the public interest.

4 THEREFORE, with the consent of the Parties to this Decree, it is ORDERED,  
5 ADJUDGED, AND DECREED:

6 **II. JURISDICTION AND VENUE**

7 1. This Court has jurisdiction over the subject matter of this action under Section  
8 107(a) of CERCLA, 42 U.S.C. § 9607(a), and under 28 U.S.C. §§ 1331 and 1345, and also has  
9 personal jurisdiction over Settling Defendant. Venue is proper in this district under 42 U.S.C. §  
10 9613(b) because the alleged releases occurred in the Eastern District of Washington. Solely for  
11 the purposes of this Consent Decree and the underlying complaint, Settling Defendant waives all  
12 objections and defenses that it may have to jurisdiction of the Court or to venue in this District.  
13 Settling Defendant shall not challenge the terms of this Consent Decree or this Court's  
14 jurisdiction to enter and enforce this Consent Decree.

15 **III. PARTIES BOUND**

16 2. This Consent Decree is binding upon the United States, on behalf of the Forest  
17 Service and the EPA, and upon Settling Defendant and its successors and assigns. Any change  
18 in ownership or corporate or other legal status, including but not limited to, any transfer of assets  
19 or real or personal property, shall in no way alter the status or responsibilities of Settling  
20 Defendant under this Consent Decree.

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1 **IV. DEFINITIONS**

2 3. Unless otherwise expressly provided in this Consent Decree, terms used in this  
3 Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA  
4 shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms  
5 listed below are used in this Consent Decree or its appendices, the following definitions shall  
6 apply:

7 “CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and  
8 Liability Act, 42 U.S.C. §§ 9601-9675.

9 “Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In  
10 the event of conflict between this Consent Decree and any appendix, the Consent Decree shall  
11 control.

12 “Day” or “day” shall mean a calendar day. In computing any period of time under this  
13 Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or state holiday,  
14 the period shall run until the close of business of the next working day.

15 “DOJ” shall mean the United States Department of Justice and its successor departments,  
16 agencies, or instrumentalities.

17 “Effective Date” shall mean the date upon which the approval of this Consent Decree is  
18 recorded on the Court’s docket.

19 “EPA” shall mean the United States Environmental Protection Agency and its successor  
20 departments, agencies or instrumentalities.

21 “EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund  
22 established by the Internal Revenue Code, 26 U.S.C. § 9507.

1 “Forest Service” or “USFS” shall mean the United States Department of Agriculture,  
2 Forest Service, and its successor departments, agencies or instrumentalities.

3 “Interest” shall mean interest at the rate specified for interest on investments of the EPA  
4 Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on  
5 October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest  
6 shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change  
7 on October 1 of each year.

8 “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral  
9 or an upper or lower case letter.

10 “Parties” shall mean the Forest Service, the EPA, and Settling Defendant (individually,  
11 “Party”).

12 “Past Response Costs” shall mean all CERCLA response costs, including but not limited  
13 to direct and indirect costs, that EPA or the Forest Service has incurred at or in connection with  
14 the Site through May 31, 2012, plus accrued Interest on all such costs through May 31, 2014.

15 “Plaintiff” shall mean the United States on behalf of the Forest Service and the EPA.

16 “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

17 “Settling Defendant” shall mean Intalco Aluminum Corporation.

18 “Site” shall mean the Holden Mine Site located in Chelan County, Washington. The Site  
19 includes the Holden Mine and the associated areal extent of contamination including, but not  
20 limited to, the underground mine workings, adjacent tailings and waste rock piles, Railroad  
21 Creek from adjacent to the mine to Lake Chelan, and Lake Chelan in the immediate vicinity of  
22 its confluence with Railroad Creek. The Holden Mine is located approximately 10 miles

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1 upstream from Lake Chelan, as depicted on the map attached as Appendix A to this Consent  
2 Decree.

3 “Unilateral Administrative Order” shall mean the Unilateral Administrative Order for  
4 Remedial Design and Remedial Action, EPA Docket No. CERCLA-10-2012-0127, issued jointly  
5 by the United States Department of Agriculture and the United States Environmental Protection  
6 Agency in June 2012.

7 **V. PAYMENT OF RESPONSE COSTS**

8 4. Payment by Settling Defendants for Past Response Costs. Within 10 days after the  
9 Effective Date, Settling Defendants shall pay \$2,447,472.50, in settlement of the Past Response  
10 Costs as defined in Paragraph 3.

11 5. Payment by Settling Defendant shall be made at <https://www.pay.gov> to the U.S.  
12 Department of Justice account, in accordance with instructions provided to Settling Defendant by  
13 the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Eastern  
14 District of Washington after the Effective Date. The payment instructions provided by the FLU  
15 shall include a Consolidated Debt Collection System (“CDCS”) number, which shall be used to  
16 identify all payments required to be made in accordance with this Consent Decree. The FLU  
17 shall provide the payment instructions to:

18 Ms. Amie Salazar  
19 Project Procurement Administrative Assistant - Holden Group  
20 Rio Tinto  
21 4700 Daybreak Parkway  
22 South Jordan Utah 84095 USA  
23 (801) 204 2395  
24 [Amie.Salazar@riotinto.com](mailto:Amie.Salazar@riotinto.com)  
25  
26  
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1 Theodore Garrett, Esq.  
2 Covington & Burling LLP  
3 One CityCenter  
4 850 Tenth Street, NW,  
5 Washington, DC 20001  
6 (202) 662-5398  
7 [tgarrett@cov.com](mailto:tgarrett@cov.com)  
8

9 on behalf of Settling Defendant. Settling Defendant may change the individual to receive  
10 payment instructions on its behalf by providing written notice of such change to EPA, Forest  
11 Service, and DOJ in accordance with Section XII (Notices and Submissions).

12 6. At the time of payment, Settling Defendant shall send notice that payment has  
13 been made to EPA, Forest Service, and DOJ in accordance with Section XII (Notices and  
14 Submissions), and to the EPA Cincinnati Finance Office by email at  
15 [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov), or by mail to:

16 EPA Cincinnati Finance Office  
17 26 W. Martin Luther King Drive  
18 Cincinnati, Ohio 45268

19 Such notice shall reference the CDCS Number, Site/Spill ID Number 101Y, and DOJ case  
20 number 90-11-2-1135/5.

21 7. The amount to be paid to EPA pursuant to Paragraph 4 shall be deposited by EPA  
22 in the Holden Mine Special Account to be retained and used to conduct or finance response  
23 actions at or in connection with the Site, or transferred by EPA to the EPA Hazardous Substance  
24 Superfund.

1                   **VI. FAILURE TO COMPLY WITH CONSENT DECREE**

2           8.     Interest on Late Payments. If Settling Defendant fails to make any payment under  
3 Paragraph 4 (Payment by Settling Defendant for Past Response Costs) by the required due date,  
4 Interest shall continue to accrue on the unpaid balance through the date of payment.

5           9.     Stipulated Penalty.

6           a.     If any amounts due to EPA or the Forest Service under Paragraph 4  
7 (Payment by Settling Defendant for Past Response Costs) are not paid by the required date,  
8 Settling Defendant shall be in violation of this Consent Decree and shall pay the United States,  
9 as a stipulated penalty, in addition to the Interest required by Paragraph 8, \$ 2000 for each day  
10 that such payment is late.

11           b.     Stipulated penalties are due and payable within 30 days after the date of  
12 the demand for payment of the penalties by the United States. All payments under this  
13 Paragraph shall be identified as “stipulated penalties” and shall be made by Fedwire Electronic  
14 Funds Transfer (“EFT”) to:

15                   Federal Reserve Bank of New York  
16                   ABA = 021030004  
17                   Account = 68010727  
18                   SWIFT address = FRNYUS33  
19                   33 Liberty Street  
20                   New York, NY 10045

21           c.     Penalties shall accrue as provided in this Paragraph regardless of whether  
22 the United States has notified Settling Defendant of the violation or made a demand for payment,  
23 but need only be paid upon demand. All penalties shall begin to accrue on the day after payment  
24 is due and shall continue to accrue through the date of payment. Nothing in this Consent Decree

1 shall prevent the simultaneous accrual of separate penalties for separate violations of this  
2 Consent Decree.

3 10. If the United States brings an action to enforce this Consent Decree, Settling  
4 Defendant shall reimburse the United States for all costs of such action, including but not limited  
5 to costs of attorney time.

6 11. Payments made under this Section shall be in addition to any other remedies or  
7 sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the  
8 requirements of this Consent Decree.

9 12. Notwithstanding any other provision of this Section, the United States may, in its  
10 unreviewable discretion, waive payment of any portion of the stipulated penalties that have  
11 accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse  
12 Settling Defendant from payment as required by Section V or from performance of any other  
13 requirements of this Consent Decree.

14 **VII. COVENANTS BY PLAINTIFF**

15 13. Covenants for Settling Defendant by United States. Except as specifically  
16 provided in Section VIII (Reservation of Rights by United States), the United States covenants  
17 not to sue or to take administrative action against Settling Defendant pursuant to Section 107(a)  
18 of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. These covenants shall take  
19 effect upon the Effective Date. These covenants are conditioned upon the satisfactory  
20 performance by Settling Defendant of its obligations under this Consent Decree. These  
21 covenants extend only to Settling Defendant and do not extend to any other person.

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1 **VIII. RESERVATIONS OF RIGHTS BY UNITED STATES**

2 14. The United States reserves, and this Consent Decree is without prejudice to, all  
3 rights against Settling Defendant with respect to all matters not expressly included within the  
4 Covenants by Plaintiff in Paragraph 13. Notwithstanding any other provision of this Consent  
5 Decree, the United States reserves all rights against Settling Defendant with respect to:

6 a. liability for failure of Settling Defendant to meet a requirement of this  
7 Consent Decree;

8 b. liability for costs incurred or to be incurred by the United States that are  
9 not within the definition of Past Response Costs;

10 c. liability for injunctive relief or administrative order enforcement under  
11 Section 106 of CERCLA, 42 U.S.C. § 9606;

12 d. criminal liability; and

13 e. liability for damages for injury to, destruction of, or loss of natural  
14 resources, and for the costs of any natural resource damage assessments.

15 **IX. COVENANTS BY SETTLING DEFENDANT**

16 15. Settling Defendant covenants not to sue and agrees not to assert any claims or  
17 causes of action against the United States, or its contractors or employees, with respect to Past  
18 Response Costs, other CERCLA response costs incurred responding to releases and threatened  
19 releases of hazardous substances at or from this Site on or before the Effective Date, and this  
20 Consent Decree, including but not limited to:

21 a. any direct or indirect claim for reimbursement from the EPA Hazardous  
22 Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C.

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1 §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law, relating to response  
2 costs incurred by Settling Defendant;

3 b. any claim for Past Response Costs or for CERCLA response costs the  
4 Settling Defendant has incurred at or in connection with the Site on or before the Effective Date,  
5 including any claim under the United States Constitution, the Constitution of the State of  
6 Washington, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C.  
7 § 2412, or at common law; or

8 c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607  
9 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs.

10 16. Nothing in this Consent Decree shall be deemed to constitute approval or  
11 preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or  
12 40 C.F.R. § 300.700(d).

13 17. Settling Defendant reserves the right to assert a claim for reimbursement pursuant  
14 to Section 106(b)(2) of CERCLA, for response costs it incurs at or in connection with the Site  
15 after the Effective Date. In addition, in the event that the United States brings a cause of action  
16 against Settling Defendant pursuant to Section 106(a) and/or (b)(1) for enforcement of the  
17 Unilateral Administrative Order, or pursuant to Section 107(a) for the recovery of response costs  
18 incurred by the United States after the Effective Date, the Settling Defendant reserves its rights  
19 to assert that the United States response costs are inconsistent with the NCP and/or that the  
20 selection of the remedial action was arbitrary and capricious or otherwise not in accordance with  
21 law.

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1           18.    Claims Against De Micromis Parties. Settling Defendant agrees not to assert any  
2 claims and to waive all claims or causes of action (including but not limited to claims or causes  
3 of action under Sections 107(a) and 113 of CERCLA) that it may have for all matters relating to  
4 the Site against any person where the person's liability to Settling Defendant with respect to the  
5 Site is based solely on having arranged for disposal or treatment, or for transport for disposal or  
6 treatment, of hazardous substances at the Site, or having accepted for transport for disposal or  
7 treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport  
8 occurred before April 1, 2001, and the total amount of material containing hazardous substances  
9 contributed by such person to the Site was less than 110 gallons of liquid materials or 200  
10 pounds of solid materials.

11           19.    The waiver in Paragraph 18 shall not apply with respect to any defense, claim, or  
12 cause of action that Settling Defendant may have against any person meeting the above criteria if  
13 such person asserts a claim or cause of action relating to the Site against Settling Defendant.  
14 This waiver also shall not apply to any claim or cause of action against any person meeting the  
15 above criteria if:

16           a.     such person has failed to comply with any Forest Service or EPA requests  
17 for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of  
18 CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has  
19 impeded or is impeding, through action or inaction, the performance of a response action or  
20 natural resource restoration with respect to the Site, or has been convicted of a criminal violation  
21 for the conduct to which this waiver would apply and that conviction has not been vitiated on  
22 appeal or otherwise; or

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1           b.       that the materials containing hazardous substances contributed to the Site  
2 by such person have contributed significantly, or could contribute significantly, either  
3 individually or in the aggregate, to the cost of response action or natural resource restoration at  
4 the Site.

5                                   **X.    EFFECT OF SETTLEMENT/CONTRIBUTION**

6           20.     Except as provided in Paragraph 18 (Claims Against De Micromis Parties)  
7 nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of  
8 action to, any person not a Party to this Consent Decree. Except as provided in Section IX  
9 (Covenants by Settling Defendant), each of the Parties expressly reserves any and all rights  
10 (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses,  
11 claims, demands, and causes of action that each Party may have with respect to any matter,  
12 transaction, or occurrence relating in any way to the Site against any person not a Party hereto.  
13 Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section  
14 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to  
15 obtain additional response costs or response action and to enter into settlements that give rise to  
16 contribution protection pursuant to Section 113(f)(2).

17           21.     The Parties agree, and by entering this Consent Decree this Court finds, that this  
18 Consent Decree constitutes a judicially-approved settlement pursuant to which the Settling  
19 Defendant has, as of the Effective Date, resolved liability to the United States within the  
20 meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the  
21 Effective Date, to protection from contribution actions or claims as provided by Section  
22 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in

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1 this Consent Decree. The “matters addressed” in this Consent Decree are the Past Response  
2 Costs.

3 22. The Parties further agree, and by entering this Consent Decree this Court finds,  
4 that the complaint filed by the United States in this action is a civil action within the meaning of  
5 Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes  
6 a judicially-approved settlement pursuant to which the Settling Defendant has, as of the Effective  
7 Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of  
8 CERCLA, 42 U.S.C. § 9613(f)(3)(B).

9 23. Settling Defendant shall, with respect to any suit or claim brought by it for  
10 matters related to this Consent Decree, notify EPA, the Forest Service, and DOJ in writing no  
11 later than 60 days prior to the initiation of such suit or claim. Settling Defendant also shall, with  
12 respect to any suit or claim brought against it for matters related to this Consent Decree, notify  
13 EPA, the Forest Service, and DOJ in writing within 10 days after service of the complaint or  
14 claim upon it. In addition, Settling Defendant shall notify EPA, the Forest Service, and DOJ  
15 within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days  
16 after receipt of any order from a court setting a case for trial, for matters related to this Consent  
17 Decree.

18 24. In any subsequent administrative or judicial proceeding initiated by the United  
19 States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling  
20 Defendant shall not assert, and may not maintain, any defense or claim based upon the principles  
21 of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses  
22 based upon any contention that the claims raised by the United States in the subsequent

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1 proceeding were or should have been brought in the instant case; provided, however, that nothing  
2 in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section VII  
3 (Covenants by Plaintiff).

4 **XI. ACCESS TO INFORMATION AND RETENTION OF RECORDS**

5 25. Settling Defendant shall provide access to information concerning the Site, and  
6 retain records relevant to the Site, in accordance with the provisions of Section XX (Record  
7 Preservation, Retention, and Availability) of the Unilateral Administrative Order (“UAO”) for  
8 Remedial Design and Remedial Action (EPA Docket No. CERCLA-10-2012-0127) issued to  
9 Settling Defendant in June 2012. Section XX of the UAO is attached as Appendix B to this  
10 Consent Decree.

11 **XII. NOTICES AND SUBMISSIONS**

12 26. Whenever, under the terms of this Consent Decree, notice is required to be given  
13 or a document is required to be sent by one party to another, it shall be directed to the individuals  
14 at the addresses specified below, unless those individuals or their successors give notice of a  
15 change to the other Parties in writing. Written notice as specified in this Section shall constitute  
16 complete satisfaction of any written notice requirement of the Consent Decree with respect to  
17 EPA, Forest Service, DOJ, and Settling Defendant, respectively.

18 As to DOJ:  
19 Chief, Environmental Enforcement Section  
20 Environment and Natural Resources Division  
21 U.S. Department of Justice  
22 P.O. Box 7611  
23 Washington, D.C. 20044-7611  
24 Re: DJ # 90-11-2-1135/5

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1 As to EPA:

2 Jennifer MacDonald  
3 Assistant Regional Counsel  
4 Office of Regional Counsel  
5 U.S. Environmental Protection Agency  
6 1200 Sixth Avenue, Suite 900  
7 Seattle, Washington 98101  
8 [MacDonald.Jennifer@epa.gov](mailto:MacDonald.Jennifer@epa.gov)

9 Dave Einan  
10 Project Coordinator  
11 Hanford Office  
12 U.S. Environmental Protection Agency, Region 10  
13 309 Bradley Blvd., Suite 115  
14 Richland, WA 99352  
15 Phone: 509-376-3883  
16 E-mail: [einan.david@epa.gov](mailto:einan.david@epa.gov)

17 As to the Forest Service:

18 James E. Alexander  
19 USDA Office of the General Counsel  
20 1220 SW Third Avenue, Suite 310  
21 Portland, Oregon 97204-2825  
22 [James.Alexander@ogc.usda.gov](mailto:James.Alexander@ogc.usda.gov)

23 Julie Creed  
24 USDA Forest Service  
25 1220 SW 3rd Avenue  
26 Portland, OR 97204  
27 [jcreed01@fs.fed.us](mailto:jcreed01@fs.fed.us)

28 As to Settling Defendant:

29 Sanford W. Harvey, Jr., Esq  
30 Alcoa Inc.  
31 201 Isabella Street  
32 Pittsburgh, PA 15212-5858  
33 [sanford.harvey@alcoa.com](mailto:sanford.harvey@alcoa.com)

34 Theodore Garrett, Esq.  
35 Covington & Burling LLP  
36 One CityCenter  
37 850 Tenth Street, NW,  
38 Washington, DC 20001  
39 (202) 662-5398  
40 [tgarrett@cov.com](mailto:tgarrett@cov.com)  
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**XVII. FINAL JUDGMENT**

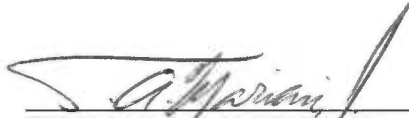
1  
2 34. Upon entry of this Consent Decree by the Court, this Consent Decree shall  
3 constitute the final judgment between and among the United States and the Settling Defendant.  
4 The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

5  
6  
7 **SO ORDERED THIS** \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

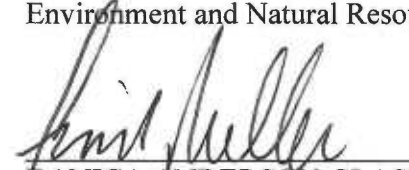
8  
9 \_\_\_\_\_  
10 **United States District Judge**

FOR THE UNITED STATES OF AMERICA:

1  
2  
3  
4 05-28-2015  
5 Date

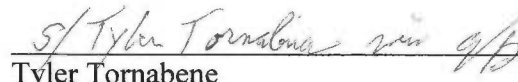
  
THOMAS A. MARIANI, JR.  
Deputy Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division

9  
10 05/28/15  
11 Date

  
DANICA ANDERSON GLASER, Trial Attorney  
FREDERICK S. PHILLIPS, Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611  
Phone: (202) 514-5270  
(202) 305-0439  
Fax: (202) 514-0097  
danica.glaser@usdoj.gov  
frederick.phillips@usdoj.gov

MICHAEL C. ORMSBY  
United States Attorney  
Eastern District of Washington

23  
24  
25  
26  
27  
28  
29 5/24/2015  
30 Date

  
Tyler Tornabene  
Assistant United States Attorney  
Eastern District of Washington  
P.O. Box 1494  
Spokane, WA 99210-1494  
(509) 353-2767

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1  
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3 **FOR THE UNITED STATES OF AMERICA (cont'd):**  
4

5 JIM PENA  
6 Regional Forester, Forest Service Region 6  
7 U.S. Department of Agriculture

8  
9 \_\_\_\_\_  
Date

\_\_\_\_\_   
10 JAMES ALEXANDER  
11 Senior Counsel  
12 USDA, Region 4  
13 1220 SW 3<sup>rd</sup> Ave  
Portland, OR 97204

14  
15 RICK ALBRIGHT  
16 Director, Office of Environmental Cleanup  
17 U.S. Environmental Protection Agency, Region 10

18  
19 \_\_\_\_\_  
Date

\_\_\_\_\_   
20 JENNIFER MACDONALD  
21 Assistant Regional Counsel  
22 U.S. Environmental Protection Agency, Region 10  
23 1200 Sixth Avenue  
Seattle, WA 98101

24  
25 **FOR INTALCO ALUMINUM CORPORATION:**

26  
27 \_\_\_\_\_  
Date

\_\_\_\_\_   
28 Name (print):  
29 Title:  
Address:

30 Agent Authorized to Accept Service on Behalf of Above-signed Party:  
31

32  
33 \_\_\_\_\_  
34 Name (print):  
35 Title:  
36 Address:  
37 Phone:  
Email:

U.S. v. Intalco Aluminum Corporation  
Consent Decree

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**FOR THE UNITED STATES OF AMERICA (cont'd):**

6/24/2015  
Date

JAMES M. PEÑA  
JAMES M. PEÑA  
Regional Forester  
Forest Service Region 6  
1220 SW 3<sup>rd</sup> Ave  
Portland, OR 97204

\_\_\_\_\_  
Date

RICHARD ALBRIGHT, Director  
RICHARD ALBRIGHT, Director  
Office of Environmental Cleanup, Region 10  
U.S. Environmental Protection Agency  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101

\_\_\_\_\_  
Date

JENNIFER G. MACDONALD  
JENNIFER G. MACDONALD  
Assistant Regional Counsel, Region 10  
U.S. Environmental Protection Agency  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101

**FOR INTALCO ALUMINUM CORPORATION:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print):  
Title:  
Address:

Agent Authorized to Accept Service on Behalf of Above-signed Party:

\_\_\_\_\_  
Name (print):  
Title:  
Address:  
Phone:  
Email:

**FOR THE UNITED STATES OF AMERICA (cont'd):**

Date

JAMES M. PEÑA  
Regional Forester  
Forest Service Region 6  
1220 SW 3<sup>rd</sup> Ave  
Portland, OR 97204

Date

RICHARD ALBRIGHT, Director  
Office of Environmental Cleanup, Region 10  
U.S. Environmental Protection Agency  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101

Date

JENNIFER G. MACDONALD  
Assistant Regional Counsel, Region 10  
U.S. Environmental Protection Agency  
1200 Sixth Avenue, Suite 900  
Seattle, Washington 98101

**FOR INTALCO ALUMINUM CORPORATION:**

Date

Name (print):  
Title:  
Address:

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print):  
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**FOR THE UNITED STATES OF AMERICA (cont'd):**

JIM PENA  
Regional Forester, Forest Service Region 6  
U.S. Department of Agriculture

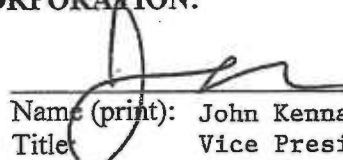
\_\_\_\_\_  
Date JAMES ALEXANDER  
Senior Counsel  
USDA, Region 4  
1220 SW 3<sup>rd</sup> Ave  
Portland, OR 97204

RICK ALBRIGHT  
Director, Office of Environmental Cleanup  
U.S. Environmental Protection Agency, Region 10

\_\_\_\_\_  
Date JENNIFER MACDONALD  
Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region 10  
1200 Sixth Avenue  
Seattle, WA 98101

**FOR INTALCO ALUMINUM CORPORATION:**

March 5, 2015  
Date

  
\_\_\_\_\_  
Name (print): John Kenna  
Title: Vice President  
Address: 201 Isabella Street, Pittsburgh, PA 15212

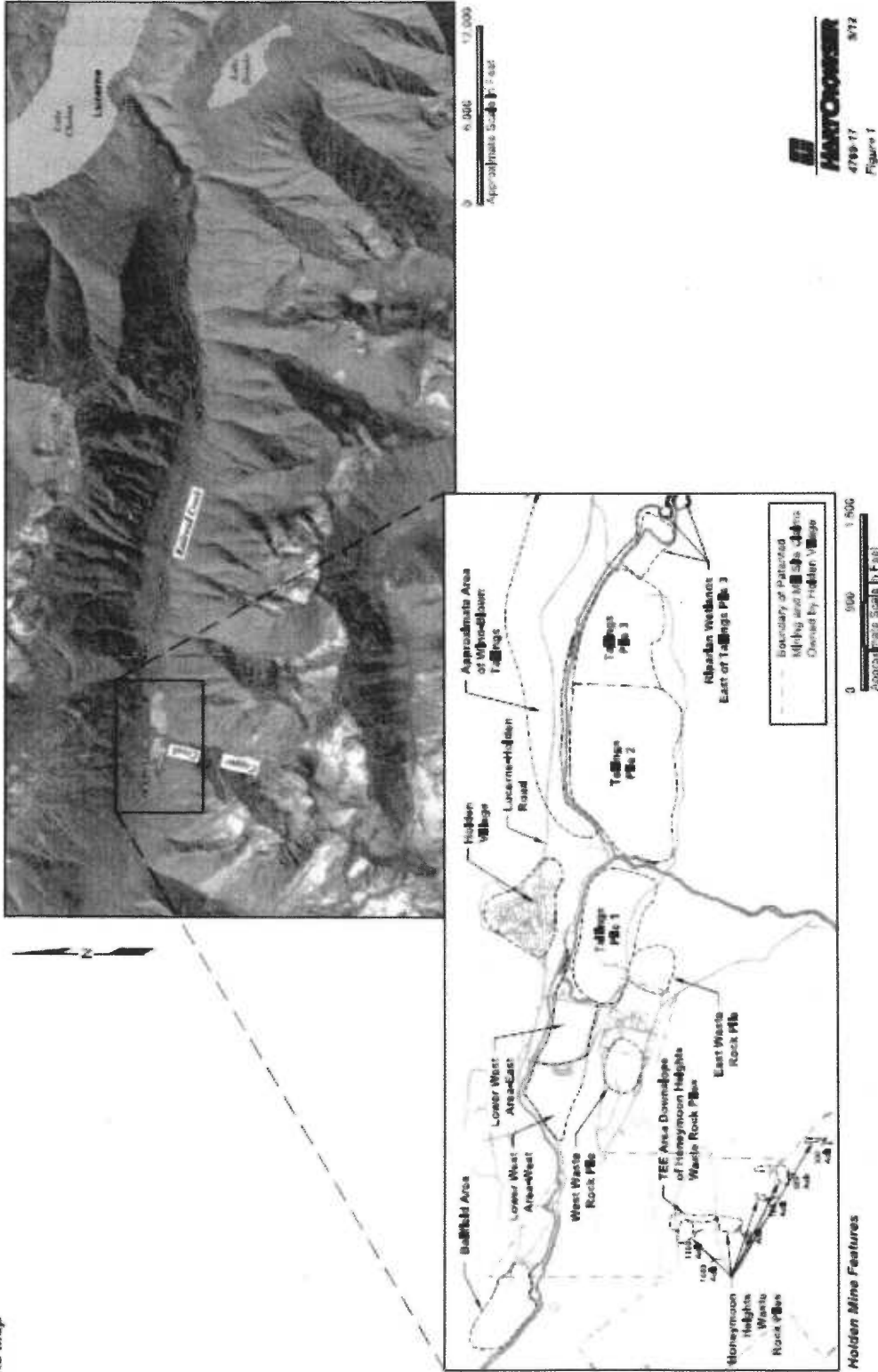
Agent Authorized to Accept Service on Behalf of Above-signed Party:

\_\_\_\_\_  
Name (print): Intalco Aluminum Corporation  
Title: c/o CT Corporation System  
Address: 505 Union Ave. SE, Suite 120  
Olympia, WA 98501  
Phone: (360) 357-6794  
Email: Email N/A

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APPENDIX A

Site Map





APPENDIX B

**XX. RECORD PRESERVATION, RETENTION, AND AVAILABILITY**

- 20.1 Respondent shall provide to the Agencies upon request, copies, including electronic copies, of all documents and information within, or which come within, its possession and/or control or that of its contractors or agents relating to activities at the Site or to the implementation of this Order, including but not limited to sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondent shall also make available to the Agencies for purposes of investigation, information gathering, or testimony, its employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.
- 20.2 Until ten (10) years after the Agencies provide written notice to Respondent that the Work has been completed pursuant to Section X (Certifications, Including Certification of Completion), Respondent shall preserve and retain, and shall instruct its contractors and agents to preserve and retain, all documents, records, and information of whatever kind, nature, or description, in its possession or control, including the documents in the possession or control of its contractors and agents, on and after the Effective Date of this Order that relate in any manner to the Site. At the conclusion of this document retention period, Respondent shall notify the Agencies at least ninety (90) calendar days prior to the destruction of any such records or documents, and upon request by the Agencies, Respondent shall deliver any such records or documents to the Agencies.
- 20.3 Within thirty (30) days after the Effective Date of this Order, Respondent shall submit a written certification to the Agencies that it has not altered, mutilated, discarded,

**APPENDIX B**

destroyed or otherwise disposed of any records, documents or other information relating to its potential liability with regard to the Site since the earlier of notification of potential liability by the United States or the filing of suit against Respondent regarding the Site. Respondent shall not dispose of any such documents without prior approval by the Agencies. Respondent shall, upon the Agencies' request and at no cost to the Agencies, deliver the documents or copies of the documents to the Agencies. If Respondent is not able to comply with the requirements of this Paragraph, then Respondent must submit a written explanation of why it cannot comply.

- 20.4 Respondent may assert a business confidentiality claim pursuant to the procedures set forth in 40 C.F.R. § 2.203 with respect to part or all of any information submitted to the Agencies pursuant to this Order, provided such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). Analytical and other data specified in Section 104(e)(7)(F) of CERCLA, 42 U.S.C. § 9604(e)(7)(F), shall not be claimed as confidential by Respondent. The Agencies shall only disclose information covered by a business confidentiality claim to the extent permitted by, and by means of the procedures set forth at 7 C.F.R. § 1.12 (Forest Service) and 40 C.F.R. § 2.203(b) (EPA). If no such claim accompanies the information when it is received by the Agencies, they may make it available to the public without further notice to Respondent.
- 20.5 Respondent shall maintain a running log of privileged documents on a document-by-document basis, containing the date, author(s), addressee(s), subject, the privilege or grounds claimed (e.g., attorney work product, attorney-client), and the factual basis for assertion of the privilege. Respondent shall keep the "privilege log" on file and available

**APPENDIX B**

for inspection. The Agencies may at any time challenge claims of privilege through negotiations or otherwise as provided by law or the Federal Rules of Civil Procedure.

- 20.6 No records created or generated pursuant to the requirements of this Order shall be withheld on the grounds that they are privileged or confidential.
- 20.7 No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.