

[Counsel for Plaintiffs are identified  
On Plaintiffs' signature pages]

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

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UNITED STATES OF AMERICA; the STATE OF )  
OREGON; the CONFEDERATED TRIBES OF THE )  
GRAND RONDE COMMUNITY OF OREGON; the )  
CONFEDERATED TRIBES OF SILETZ INDIANS; the )  
CONFEDERATED TRIBES OF THE UMATILLA )  
INDIAN RESERVATION; the CONFEDERATED TRIBES )  
OF THE WARM SPRINGS RESERVATION OF )  
OREGON; and the NEZ PERCE TRIBE, )

Plaintiffs, )

v. )

ACF INDUSTRIES, LLC; AIR LIQUIDE AMERICA L.P.; )  
AIRGAS USA LLC; ASH GROVE CEMENT COMPANY; )  
ASHLAND INC.; BEAZER EAST, INC.; BNSF )  
RAILWAY COMPANY; CALBAG METALS CO.; ESCO )  
GROUP LLC; GOULD ELECTRONICS INC.; HAJ, INC., )  
D/B/A CHRISTENSON OIL COMPANY; HERCULES )  
LLC; KOPPERS INC.; MCCALL OIL & CHEMICAL )  
CORPORATION; MCCALL OIL REAL ESTATE )  
COMPANY LLC; MOREC FRONT LLC; GWC )  
PROPERTIES, LLC; GWC FRONT, LLC; TANKER )  
BASIN LLC; NORTHWEST PIPE COMPANY (FKA )  
NORTHWEST PIPE & CASING COMPANY AND )  
NORTHWEST PIPE AND CASING COMPANY); )  
PORTLAND GENERAL ELECTRIC COMPANY (PGE); )  
PORTLAND TERMINAL RAILROAD COMPANY; )  
SULZER PUMPS (US) INC.; AND VALVOLINE INC., )

Defendants. )

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No. 3:23-cv-01603-YY

**CONSENT DECREE**

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## **I. INTRODUCTION**

The United States of America (“United States”), on behalf of the National Oceanic and Atmospheric Administration (“NOAA”) of the U.S. Department of Commerce and the U.S. Department of the Interior; the State of Oregon (the “State”); the Confederated Tribes of the Grand Ronde Community of Oregon; the Confederated Tribes of Siletz Indians; the Confederated Tribes of the Umatilla Indian Reservation; the Confederated Tribes of the Warm Springs Reservation of Oregon; and the Nez Perce Tribe (collectively “Plaintiffs” – *see* definition of “Plaintiffs” in Section V) have filed a Complaint in this case against a number of parties pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9607; the Oregon Hazardous Waste and Hazardous Materials Act, ORS § 465, and ORS § 468B.060; Section 311 of the Clean Water Act (“CWA”), 33 U.S.C. § 1321; and Section 1002(b)(2)(A) of the Oil Pollution Act of 1990 (“OPA”), 33 U.S.C. § 2702(b)(2)(A). This Consent Decree addresses the claims asserted in the Complaint against Settling Defendants (as defined below) for Covered Natural Resource Damages (as defined below).

## **II. RECITALS**

A. The U.S. Department of Commerce, acting through NOAA; the U.S. Department of the Interior; the State of Oregon acting through the Oregon Department of Fish and Wildlife; the Confederated Tribes of the Grand Ronde Community of Oregon; the Confederated Tribes of Siletz Indians; the Confederated Tribes of the Umatilla Indian Reservation; the Confederated Tribes of the Warm Springs Reservation of Oregon; and the Nez Perce Tribe (collectively the “Trustee Council” and each individually a “Trustee” – *see* definition of “Trustees” in Section V), under the authority of Section 107(f) of CERCLA, 42 U.S.C. § 9607(f), Section 1006(b) of OPA,

33 U.S.C. § 2706(b), and 40 C.F.R. Part 300, subpart G, serve as trustees for natural resources for the assessment and recovery of damages for injury to, destruction of, loss of and/or loss of use of natural resources and/or the services provided by those resources under their trusteeship.

B. Investigations conducted by the U.S. Environmental Protection Agency (“EPA”), the Trustee Council and others have detected over forty-five (45) hazardous substances in the sediments, soils and groundwater of the Portland Harbor Natural Resource Damage Assessment Area (as defined below), including, but not limited to, polycyclic aromatic hydrocarbons (“PAHs”), polychlorinated biphenyls (“PCBs”), cadmium, copper, lead, mercury, tributyltin (“TBT”), bis 2-ethylhexyl phthalate, dichlorodiphenyltrichloroethane (“DDT”), dichlorodiphenyldichloroethylene (“DDE”), dichlorodiphenyldichloroethane (“DDD”), and 4-methyl phenol.

C. In January 2007, the Trustee Council conducted a pre-assessment screen and determined that it was reasonable to pursue an assessment of natural resource damages in the Portland Harbor Natural Resource Damage Assessment Area by finding that hazardous substances had been released into the Portland Harbor Natural Resource Damage Assessment Area; that public trust natural resources had likely been injured by the releases; that data sufficient to pursue a natural resource damage assessment were available or could likely be obtained at a reasonable cost; and that, without further action, implemented and planned response actions would not adequately remedy the resource injuries. See Preassessment Screen for the Portland Harbor Superfund Site (January 2007). The Trustee Council then notified representatives of known potentially responsible parties (“PRPs”) of its intent to conduct a damage assessment.

D. The Trustee Council began an iterative, phased cooperative natural resource damage assessment with a number of PRPs that elected to participate in the assessment. Participating PRPs

entered into Funding and Participation Agreements (“FPAs”) with the Trustee Council to fund the phased assessment and define the terms of their participation. Phase 1 consisted of the development of an Assessment Plan and settlement-oriented Workplan and was conducted with the cooperation of twenty (20) PRPs. The Trustee Council released the Assessment Plan for public comment on November 23, 2009 and finalized it on June 1, 2010. Subsequently, thirty (30) PRPs entered into FPAs with the Trustee Council for the current assessment phase, Phase 2, which focuses on implementing the Workplan and conducting initial restoration planning with the goal of arriving at realistic early settlements with cooperating parties. The primary studies undertaken to fill identified data gaps include the Pacific Lamprey Toxicity Study (Stratus and Oregon State University 2013); Data Report for Lower Columbia Juvenile Salmon Persistent Organic Pollutant Exposure Assessment (NOAA Undated); and the Analysis of Osprey (*Pandion haliaetus*) Egg Tissue Collected from Portland Harbor and Surrounding Areas: Progress Report (Portland Harbor Natural Resource Trustee Council 2009). The Trustee Council also released the Draft Portland Harbor Programmatic EIS and Restoration Plan (NOAA and Parametrix 2012) for public comment on July 9, 2012 followed by the release of the Final Portland Harbor Programmatic EIS and Restoration Plan (“PEIS”) in June 2017. 82 *Fed. Reg.* 28,643 (June 23, 2017). As part of the Phase 2 assessment activities, the Trustee Council (a) conducted a sediment-based Habitat Equivalency Analysis (“HEA”) and a qualitative evaluation of losses to other species of concern to determine ecological injury; (b) quantified recreational losses; and (c) completed an evaluation of injured natural resources of tribal importance (“tribal service losses”).

E. Plaintiffs and Settling Defendants agree that no further assessment of natural resource damages is required to effectuate the purposes of this Consent Decree.

F. Plaintiffs have filed a Complaint in this matter, alleging that Settling Defendants own and/or operate or in the past owned and/or operated real property and/or facilities, identified by tax parcel or other property description for each Settling Defendant in Appendix A, from which storm water, surface water runoff, wastewater, other process discharges, and/or groundwater have flowed into the Portland Harbor Natural Resource Damage Assessment Area. Plaintiffs also allege that investigations by EPA and others have detected hazardous substances and/or pollutants in soils, groundwater and/or sediments on or in those properties or facilities. Some of these hazardous substances and/or pollutants are found in the sediments of the Portland Harbor Natural Resource Damage Assessment Area.

G. Plaintiffs further allege that hazardous substances and/or pollutants have been or are being released into the Portland Harbor Natural Resource Damage Assessment Area from properties and/or facilities owned and/or operated by Settling Defendants through direct discharge, surface water runoff, groundwater and/or seeps, and that those hazardous substances and/or pollutants have caused injury to, destruction of, loss of and/or loss of use of natural resources in the Portland Harbor Natural Resource Damage Assessment Area under Plaintiffs' trusteeship, including sediment, invertebrates, fish, and wildlife, and resources of tribal importance. Plaintiffs further allege that each of them and the public have suffered the loss of natural resource services (including ecological services as well as direct and passive human use losses) as a consequence of those injuries.

H. Plaintiffs allege that each Settling Defendant is liable for natural resource damages resulting from releases of hazardous substances or discharges of pollutants into the Portland Harbor Natural Resource Damage Assessment Area pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a); the Oregon Hazardous Waste and Hazardous Materials Act, ORS § 465, and ORS §

468B.060; Section 311 of CWA, 33 U.S.C. § 1321; or Section 1002(a) of OPA, 33 U.S.C. § 2702(a).

I. Although the Trustee Council has initiated but not yet completed a natural resource damage assessment for the Portland Harbor Natural Resource Damage Assessment Area, the Trustee Council has developed and analyzed information sufficient to support a natural resource damages settlement that is fair, reasonable and in the public interest. In addition to natural resource damage assessment costs, the Trustee Council seeks to recover natural resource damages, which consist of three components: ecological service losses, recreational losses, and tribal service losses.

J. The Trustee Council offered the Phase 2 PRPs an opportunity to pursue a path towards settlement based on the results of the Phase 2 cooperative assessment and the Natural Resource Damage (“NRD”) allocation discussed below. These negotiations are referred to as “Path C.”

K. Relying upon the results of the damage-assessment studies, remedial investigations, regulatory standards, and scientific literature, the Trustee Council is seeking to recover from all Portland Harbor PRPs, for purposes of early restoration settlements at this time, funds, property, or in-kind services needed to generate: 1) habitat restoration sufficient to compensate for ecological losses valued for the limited purpose of settlement under the Path C process at 4,130 DSAYs (as defined below); 2) \$5,402,400 for recreational losses; and 3) \$695,100 for tribal service losses, including tribal service losses related to the tribal use of Pacific Lamprey in Portland Harbor. The tribal service losses in the third item of the preceding sentence are in addition to, and not otherwise accounted for in, the ecological losses and the recreational losses. The total dollar amounts for the ecological losses, recreational losses, and tribal service losses were divided by the total number of DSAYs to calculate per-DSAY pro rata shares for ecological losses, recreational losses, and tribal



service losses. For PRPs that prefer settling on a cash-damages basis, this results in a total per DSAY cost of \$70,500. Settling Defendants resolving their liability under this Consent Decree therefore are paying a total per-DSAY cost of \$70,500. The total \$70,500 per-DSAY cost includes compensation for ecological, recreational, and tribal service losses, based on the Trustees' estimates of their per-DSAY cost of compensating for these losses. This total per-DSAY cost takes into account cost estimates developed by the Trustees for restoration of ecological injuries. The Trustees' cost estimates assume that ecological restoration will be a 50/50 blend of the costs of restoration projects both within and outside of the Portland Harbor Natural Resource Damage Assessment Area.<sup>1</sup> By comparison, PRPs that are parties to the restoration credit consent decree filed concurrently with this Consent Decree are purchasing DSAY credits to compensate for ecological injuries and are making separate payments, on a per-DSAY basis, for recreational losses and tribal service losses.

L. Plaintiffs assert that hazardous substance releases and pollutant discharges to the Portland Harbor Natural Resource Damage Assessment Area have become dispersed and commingled to the extent that the effects of one PRP's releases and discharges cannot be readily distinguished from another's. Plaintiffs further assert that all PRPs who contributed to the

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<sup>1</sup> In the PEIS, the Trustee Council concluded that all restoration should take place within the Portland Harbor Natural Resource Damage Assessment Area and the Broader Focus Area, the area outside of the Portland Harbor Natural Resource Damage Assessment Area that includes the mainstem Willamette River up to Willamette Falls, the Multnomah Channel, the Oregon side of the lower Columbia River between the east end of Hayden Island and the Multnomah Channel outlet, and portions of Scappoose Bay. The Trustee Council further determined that no more than 50 percent of restoration should take place outside the Portland Harbor Natural Resource Damage Assessment Area.

contamination are jointly and severally liable for all injuries to natural resources that have resulted from the contamination. As a consequence, Plaintiffs assert the right to recover all Covered Natural Resource Damages from any Portland Harbor PRP.

M. Solely for purposes of facilitating settlement, the Trustee Council developed a streamlined process for allocating natural resource ecological damages liability, *i.e.*, the Path C NRD allocation, among the PRPs. The Trustee Council used readily available data that had been developed to date in the Phase 2 process. Because Path C was intended to facilitate settlement, participating PRPs agreed to accept the technical bases<sup>2</sup> for the calculation of the 4,130 DSAYs, the recreational losses and the tribal service losses. The Trustees also considered information submitted by individual PRPs.<sup>3</sup> The PRP-submitted data provide information related to past activities, contaminant release and/or pollutant discharge histories, remedial and/or source control histories, and contaminant pathway information.

N. Using the data and information mentioned above, the Trustee Council assigned a percentage of liability to Portland Harbor Natural Resource Damage Assessment Area properties. The percentage assigned by the Trustee Council reflects the relative contribution of contaminant-

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<sup>2</sup> For example, the calculation of the 4,130 DSAYs included a number of technical inputs such as a past service loss calculation, a base year of 2011, and surface sediment chemistry point data.

<sup>3</sup> That information included data from the Portland Harbor Remedial Investigation (RI) Report (Lower Willamette Group (“LWG”) 2009), the Portland Harbor Remedial Investigation/Feasibility Study (RI/FS) Comprehensive Round 2 Site Characterization Summary and Data Gaps Analysis Report (LWG 2007), the Portland Harbor RI/FS Conceptual Site Model Update including Site Summaries (LWG 2004-2007), the Oregon Department of Environmental Quality (“DEQ”) Environmental Cleanup Site Information (“ECSI”) Database (DEQ 2013), facility website references, and Google Maps. Non-public information provided by individual Settling Defendants also was considered by the Trustees.

related activities on a property to a corresponding contaminant footprint(s) in Portland Harbor Natural Resource Damage Assessment Area sediment, taking into account contributions from upstream and non-site-specific sources. The Trustee Council established three (3) threshold criteria that had to be met before a Portland Harbor Natural Resource Damage Assessment Area property could be allocated any natural resource damage liability. Those threshold criteria are as follows: 1) a pathway existed to transport hazardous substances or pollutants from the property to the Willamette River;<sup>4</sup> 2) an activity occurred at the property that was a likely source of a specific hazardous substance or pollutant, or a hazardous substance or pollutant likely to increase the negative effect of a substance of concern (“SOC”);<sup>5</sup> and 3) there was sediment contamination (contaminant footprint) in close proximity to the property or a property-related outfall. The Trustee Council considered the property a source of contamination to the Portland Harbor Natural Resource Damage Assessment Area only if all three criteria were met.

O. The Trustee Council relied on two methods to allocate each SOC to properties: 1) allocation of unique SOC footprints, wherein individual SOC footprints are allocated only to one property; and 2) allocation of shared SOC footprints potentially associated with several properties. For shared footprints, the Trustee Council considered the relative contribution of an SOC from each property based on the type, intensity, and duration of an activity and its proximity to the Willamette River. This process resulted in an allocation of service losses from relevant

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<sup>4</sup> Pathways include, but are not limited to surface water, process water and groundwater.

<sup>5</sup> When the Trustee Council calculated natural resource damages, it identified certain contaminants or SOCs likely to cause injuries to natural resources in the Portland Harbor Natural Resource Damage Assessment Area. Those SOCs are PAHs, PCBs, cadmium, copper, lead, mercury, DDT, DDD, DDE, TBT, 4-methylphenol, and bis (2-ethylhexyl) phthalate.

contaminant footprints, reflecting the relative contribution of a property's contaminant-related activities to corresponding contaminant footprints.

P. Under the Path C process, the Trustee Council conducted a party-specific, intra-property allocation by estimating the relative contributions (as percentages) of each PRP associated with contaminant footprints at particular Portland Harbor Natural Resource Damage Assessment Area properties. The Trustee Council estimated PRP contributions based on factors such as activity type, duration, and proximity to the Willamette River. During the Path C process, participating PRPs and the Trustee Council conducted a focused review of more comprehensive, party-specific information to supplement the Path C NRD allocation prior to developing a party-specific allocation. To calculate a party-specific, intra-property allocation, the Trustee Council applied the same three criteria outlined in Paragraph N above to party-specific information. The Trustee Council then converted a party-specific allocation of natural resource damage liability to DSAYs.<sup>6</sup>

Q. Pursuant to the Trustee Council's allocation and Settling Defendants' and the Trustee Council's completion of the Path C process, the Trustee Council allocated a total of 471.389 DSAYs to the Settling Defendants in this Consent Decree and to the settling defendants in the concurrently-filed restoration credit consent decree. Those allocations are set forth in Appendix C attached hereto and in Appendix C to the concurrently-filed restoration credit consent decree. The Trustee Council

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<sup>6</sup> In the case of a small number of PRPs associated with properties initially allocated a low number of DSAYs, the PRPs agreed to forgo the further intra-property allocation and agreed to accept responsibility for the full allocated share of liability for their respective property or properties. A few other PRPs agreed to a streamlined process with focused data submissions and analysis to determine their intra-property allocation.

determined that this is a fair and reasonable estimate of the equitable responsibility for Covered Natural Resource Damages attributable to each of the settling defendants in both consent decrees. The Trustee Council also allocated a total of \$2,921,284.95 in damage assessment costs relating to the Trustee Council's assessment activities for the Portland Harbor Natural Resource Damage Assessment Area to the settling defendants in both consent decrees. The cash value of the damages of the 97.669 DSAYs allocated to Settling Defendants in this Consent Decree totals \$6,885,664.50. When combined with the damage assessment costs allocated to the Settling Defendants in this Consent Decree, the dollar value of Plaintiffs' claims against Settling Defendants resolved in this Consent Decree totals \$8,202,136.12 for Covered Natural Resource Damages. When combined with the dollar value of Plaintiffs' claims against settling defendants resolved in the concurrently-filed restoration credit consent decree, the combined total dollar value of Plaintiffs' claims resolved in both consent decrees is \$36,154,209.45.

R. The figures in Recital Q do not represent the full amount of natural resource damages that Plaintiffs seek to recover from PRPs through the Path C settlement process or otherwise. Plaintiffs are continuing to negotiate with other PRPs within the Path C process. If those negotiations succeed in reaching settlements with other PRPs, Plaintiffs will lodge further consent decrees with this Court embodying those settlements.

S. The Path C NRD allocation developed by the Trustee Council is distinct from, unrelated to, and has no effect on the total site allocation being conducted by the PRPs to determine liability for EPA's claims for remedial action and response costs under CERCLA or ORS § 465.

T. PRPs in the Path C process had the option to settle their liability by paying cash, purchasing DSAY credits and making other cash payments as set forth in the concurrently-filed

restoration credit consent decree, or constructing a restoration project. The undersigned Settling Defendants have elected to pay cash.

U. The Settling Parties agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Settling Parties at arm's length and in good faith; that settlement of this matter will avoid expensive, prolonged and complicated litigation between the Settling Parties; and that this settlement will allow for earlier restoration of natural resource damages. The Settling Parties agree and this Court finds that this Consent Decree is fair, reasonable, and in the public interest, and consistent with the statutory purposes of CERCLA, the CWA, OPA and the Oregon Hazardous Waste and Hazardous Materials Act.

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

### **III. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345 and 1367, 42 U.S.C. §§ 9607 and 9613(b) and 33 U.S.C. § 2717(b). The Court has personal jurisdiction over the Settling Parties. The Settling Parties waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District, solely for the purposes of this Consent Decree and the underlying Complaint.

### **IV. PARTIES BOUND**

2. This Consent Decree is binding upon the Plaintiffs and upon Settling Defendants, and their heirs, successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to any transfer of assets or real or personal property, will in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

## V. DEFINITIONS

3. Unless otherwise expressly provided, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA have the meanings assigned to them in CERCLA or in such regulations. Whenever the terms listed below are used in this Consent Decree or in any attached Appendix, the following definitions will apply:

a. “Consent Decree” shall mean this consent decree and all appendices attached hereto (listed in Section XVII, “Integration/Appendices”). In the event of conflict between the body of this Consent Decree and any appendix, the body of this Consent Decree shall control.

b. “Covered Natural Resource Damages” shall mean, for each Settling Defendant, damages, including costs of damage assessment, recoverable by Plaintiffs under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a); the Oregon Hazardous Waste and Hazardous Materials Act, ORS § 465, and ORS § 468B.060; Section 311(f)(4) & (5) of the CWA, 33 U.S.C. § 1321(f)(4)&(5); Section 1002(b)(2)(A) of OPA, 33 U.S.C. § 2702(b)(2)(A); any applicable tribal law; and any other statutory or common law, for injury to, destruction of, or loss of and/or loss of use of natural resources and/or resource services resulting from releases of hazardous substances or discharges of pollutants at or from the properties identified in Appendix A for each Settling Defendant into the Portland Harbor Natural Resource Damage Assessment Area, where the disposal of hazardous substances or releases of pollutants causing such releases or discharges into the Portland Harbor Natural Resource Damage Assessment Area occurred on or before the Effective Date of this Consent Decree.

c. “Day” shall mean a calendar day unless expressly stated otherwise.

d. “DSAYs” shall mean discounted ecological service acre-years, the metric established by the Trustee Council to determine the scale of Covered Natural Resource Damages liability associated with the Portland Harbor Natural Resource Damage Assessment Area and the natural resource restoration value needed to compensate for injury to, destruction of, loss of and/or loss of use of natural resources giving rise to liability.

e. “Effective Date” shall mean the date on which this Consent Decree is entered by the Court, or, if the Court instead issues an order approving the Consent Decree, the date of such order.

f. “Plaintiffs” (individually, “Plaintiff”) shall mean the United States; the State of Oregon; the Confederated Tribes of the Grand Ronde Community of Oregon; the Confederated Tribes of Siletz Indians; the Confederated Tribes of the Umatilla Indian Reservation; the Confederated Tribes of the Warm Springs Reservation of Oregon; and the Nez Perce Tribe. The term “Plaintiffs” includes all of the Trustees.

g. “Portland Harbor Natural Resource Damage Assessment Area” shall mean the waters, including the shoreline, intertidal areas, and bottom sediments, of the Willamette River located in the City of Portland, Multnomah County, Oregon, and encompasses the Willamette River, including Swan Island Lagoon, from approximately River Mile 12.3 to approximately River Mile 0.8 near the confluence with the Columbia River, as well as the upper 1.2 miles of the Multnomah Channel. *See* PEIS (2017).

h. “Portland Harbor Restoration Account” shall mean the Department of the Interior Natural Resources Restoration Fund, Account No. 14X5198.

i. “Settling Defendants” (individually, “Settling Defendant”) shall mean ACF Industries, LLC; Air Liquide America L.P.; Airgas USA LLC; Ash Grove Cement Company;



Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc. d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline, Inc.

j. “Settling Parties” (individually, “Settling Party”) shall mean the Plaintiffs and the Settling Defendants.

k. “Trustees” (individually, “Trustee”) shall mean those natural resource trustees participating in the Portland Harbor Natural Resource Trustee Council pursuant to the “Natural Resource Trustee Memorandum of Agreement for the Portland Harbor Superfund Site” at the time of the entry of this Consent Decree – the United States Department of Commerce, acting through NOAA; the United States Department of the Interior; the State of Oregon through the Oregon Department of Fish and Wildlife; the Confederated Tribes of the Grand Ronde Community of Oregon; the Confederated Tribes of Siletz Indians; the Confederated Tribes of the Umatilla Indian Reservation; the Confederated Tribes of the Warm Springs Reservation of Oregon; and the Nez Perce Tribe.

l. “United States” shall mean the United States of America and each department, agency and instrumentality of the United States, including without limitation the National Oceanic and Atmospheric Administration (“NOAA”) of the U.S. Department of Commerce and the U.S. Department of the Interior.

## **VI. GENERAL PROVISIONS**

4. The Complaint states claims against each Settling Defendant upon which relief may be granted.

5. Nothing in this Consent Decree shall be construed as an admission of liability by Settling Defendants for any claims or allegations made in the Complaint or in this Consent Decree. Settling Defendants deny all or portions of the allegations in the Complaint and this Consent Decree and do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the Complaint or this Consent Decree.

## **VII. COMPENSATION FOR, AND PAYMENT OF, COVERED NATURAL RESOURCE DAMAGES**

### 6. Court Registry.

a. Plaintiffs shall file a motion to enable Settling Defendants to deposit certain funds into the registry of the Court (“Registry Account”) no later than twenty (20) days after the date of Lodging of this Consent Decree. Settling Defendants shall not oppose that motion.

b. The purpose of the Registry Account is to receive payments from Settling Defendants as provided in Paragraphs 7; to earn interest; and to disburse funds to certain Settling Defendants and to the Trustees as provided in Paragraph 8. Funds shall be disbursed from the Registry Account as set forth in Paragraphs 6.c and 8.

c. Any disbursements from the Registry Account shall be made upon joint motion of Plaintiffs. Settling Defendants shall not oppose any such motions except on grounds of error in the amount of one or more proposed disbursements. Motions for disbursements shall state the recipient(s) of funds to be disbursed, the amount of funds to be disbursed to each recipient, the means of disbursement (whether by check, electronic funds transfer (“EFT”), or otherwise), and

account information and any other information necessary to effectuate disbursement to each recipient.

7. Within ninety (90) days of the Effective Date, each Settling Defendant shall pay to the Registry Account funds in the amounts set forth in Appendix C. However, no payment is required from any Settling Defendant identified in Appendix C as entitled to a refund. Instructions for payments to the Registry Account shall be provided by Plaintiffs to each Settling Defendant within twenty (20) days of the Court granting Plaintiffs' motion to establish the Registry Account.

8. Plaintiffs shall move the Court for disbursements from the Registry Account in the amounts set forth in Appendix C to those identified Settling Defendants identified in Appendix C as entitled to refunds. Plaintiffs shall file the motion for disbursement no sooner than one hundred twenty (120) days after the Effective Date, and within thirty (30) days after the amount of funds in the Registry Account exceeds the total amount to be refunded to those Settling Defendants identified in Appendix C as entitled to refunds. After all refunds owed to Settling Defendants identified in Appendix C have been disbursed from the Registry Account, Plaintiffs may move the Court from time to time for disbursements of funds (including any accrued interest) from the Registry Account to the Trustees. Disbursements to the Trustees may be for reimbursement of the Trustees' general past costs, for restoration activities, or for other purposes authorized by law.

9. Within 210 days after the Effective Date, the Trustees shall provide each Settling Defendant with a bill requiring payment of general interim Path C costs incurred by the Trustees from April 1, 2020, through the Effective Date of the Consent Decree. In addition, the costs of accounting for the general interim costs after the Effective Date shall be included in the general interim costs. The bills sent to each Settling Defendant shall be accompanied by documentation of the Trustees' general interim costs in the same format and level of detail as the documentation

previously provided to the Settling Defendants of the Trustees' general past costs through March 31, 2020. The amount of general interim costs billed to each Settling Defendant will be each Settling Defendant's *per capita* share of the general interim costs, which shall be calculated as the total amount of general interim costs divided by the total number of PRPs participating in the Path C settlement process as of March 20, 2023, which is the date this Consent Decree was transmitted to the Settling Defendants for their signatures.

a. Each Settling Defendant shall pay its share of general interim costs within ninety (90) days of receipt of a bill from the Trustees for those costs. Prior to making this payment, any Settling Defendant may request a meeting with the Trustees if the Settling Defendant believes that the amount of billed costs is in error. Following any such meeting, the Trustees may send corrected bills for general interim costs to the Settling Defendants if they determine, in their sole and unreviewable discretion, that the amounts in the original bills were in error. Any costs incurred by the Trustees in correcting bills shall not be added to the corrected bills.

b. Payments to NOAA and the U.S. Department of the Interior shall be made by EFT to the U.S. Department of Justice account in accordance with current EFT procedures. Payments shall be made in accordance with instructions provided to each Settling Defendant by the Financial Litigation Unit of the U.S. Attorney's Office in the District of Oregon. Any payments received by the Department of Justice after 4:00 p.m. Eastern Standard Time shall be credited on the next business day. Each Settling Defendant shall provide at least five (5) days-notice to the Financial Litigation Unit before making the transfer.

Trustee: National Oceanic and Atmospheric Administration  
Interim Cost Amount: As shown on interim cost bill sent by Trustees

Trustee: U.S. Department of the Interior  
Interim Cost Amount: As shown on interim cost bill sent by Trustees

c. Payments to the other Trustees shall be made by EFT or certified checks, as indicated in this sub-paragraph for each Trustee, in the amounts indicated for each Trustee. Payments by EFT shall be made in accordance with instructions provided to each Settling Defendant by each Trustee. Any payments received by a Trustee after 4:00 p.m. Eastern Standard Time shall be credited on the next business day. Each Settling Defendant shall provide at least five (5) days-notice to a Trustee before making the transfer. Payments made by certified check shall bear the notation “[Settling Defendant] - Portland Harbor Assessment Costs,” and shall be made payable and addressed as indicated below:

Trustee:	State of Oregon
Payment method:	EFT
Trustee:	Confederated Tribes of the Grand Ronde Community of Oregon
Payment method:	EFT
Trustee:	Confederated Tribes of Siletz Indians
Payment method:	EFT
Trustee:	Confederated Tribes of the Umatilla Indian Reservation
Payment method:	EFT
Trustee:	Confederated Tribes of the Warm Springs Reservation of Oregon
Payment method:	Certified check with note “For Portland Harbor”
Address:	Attn: Cash Management PO Box C Warm Springs, OR 97761
Trustee:	Nez Perce Tribe
Payment method:	EFT

10. After the Effective Date, and concurrently with issuing the bills described in Paragraph 9, the Trustees shall provide each Settling Defendant with a summary of each Trustee’s Path C costs that are specific to that Settling Defendant’s participation in the Path C settlement process. The costs of accounting for these party-specific Path C costs shall be included in each

Settling Defendant's party-specific Path C costs. The total amount of these party-specific costs for each Settling Defendant will be offset by the forward-funding payments that each Settling Defendant has made to the Trustees for these party-specific costs. Where a Settling Defendant's forward funding payments to the Trustees for these party-specific costs exceeds the Trustees' actual costs, the remaining balance will be refunded to that Settling Defendant. Where a Settling Defendant's forward funding payments to the Trustees for these party-specific costs are less than the Trustees' actual costs, the Trustees shall send the Settling Defendant a bill for the unpaid balance. Payment of such unpaid balances shall be made by each Settling Defendant within ninety (90) days of receiving a bill from the Trustees. Such payments shall be made using the payment instructions in Paragraphs 9(b) and 9(c).

11. At the time of each payment each Settling Defendant shall send notice in accordance with Section XV (Notices and Submissions) that payment has been made. Such notice will reference Portland Harbor NRDA, DOJ case number 90-11-2-06787/4, and the civil action number.

#### **VIII. FAILURE TO COMPLY WITH CONSENT DECREE**

12. Interest on Late Payments.

If a Settling Defendant fails to make any payment required under Paragraphs 7, 9, or 10 by the due date, interest shall be assessed at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest is the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Interest will begin to accrue beginning on the payment due date and shall continue to accrue on the unpaid payment balance through the date that full payment is received.

13. Stipulated Penalties.

a. If a Settling Defendant fails to make a payment or complete any other action required of it under Section VII (Compensation For, And Payment Of, Covered Natural Resource Damages) by the required date, the Settling Defendant shall be in violation of this Consent Decree and shall be liable for stipulated penalties, in addition to the interest required by Paragraph 12.

b. For the first two (2) weeks that a Settling Defendant fails to comply with any requirement in the Consent Decree, the Settling Defendant shall pay a stipulated penalty in the amount of \$1,000 per week. Where the delay extends beyond the second week, the Settling Defendant shall pay a stipulated penalty for each additional day of noncompliance, in the amount of \$750 per day. For purposes of this Subparagraph, a week shall equal a continuous period of seven (7) days. Nothing in this Consent Decree prevents the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

c. All penalties shall begin to accrue on the day after compliance is due or the day after the violation begins, and all penalties shall continue to accrue until compliance with the applicable requirement is achieved. Following the Trustees' determination that a Settling Defendant has failed to comply with a requirement of the Consent Decree and is liable for stipulated penalties, the Trustees may send the Settling Defendant written notification of the noncompliance and a written demand for payment of the penalties. However, penalties shall accrue as provided in this Subparagraph and Subparagraph b. regardless of whether the Trustees have notified the Settling Defendant of the violation or made a demand for payment.

d. Payments of stipulated penalties under this Paragraph shall be allocated and made as follows: 25% of the total to the United States; 12.5 % of the total to the State; 12.5% of the total to the Confederated Tribes of the Umatilla Indian Reservation; 12.5% of the total to the Confederated Tribes

of the Grand Ronde Community of Oregon; 12.5% of the total to the Confederated Tribes of the Warm Springs Reservation of Oregon; 12.5% of the total to the Nez Perce Tribe; and 12.5% to the Confederated Tribes of Siletz Indians. Payments under this Paragraph shall be made using the procedures in Paragraph 9.

e. All penalties accruing under this Paragraph shall be due and payable within thirty (30) days of a Settling Defendant's receipt from the Trustees of a demand for payment of the penalties.

f. If a Settling Defendant fails to pay stipulated penalties when due, Plaintiffs may institute proceedings in this Court to collect the penalties, as well as interest. Settling Defendant shall pay interest on the unpaid balance as provided in Paragraph 12. The payment of penalties shall not alter in any way the Settling Defendant's other obligations under this Consent Decree.

g. If Plaintiffs bring a motion or a separate action in court to enforce this Consent Decree and prevail, Plaintiffs shall be entitled to recover from Settling Defendant all costs and expenses of such motion or action, including, but not limited to, costs of attorney time.

h. Payments made under this Section are in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

i. Notwithstanding any other provision of this Section, each Plaintiff may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties payable to that Plaintiff that have accrued pursuant to this Consent Decree. Payment of stipulated penalties does not excuse the Settling Defendant from complete performance of the obligations in Section VII (Compensation For, And Payment Of, Covered Natural Resource Damages) or from performance of any other requirement of this Consent Decree.



**IX. COVENANT NOT TO SUE BY PLAINTIFFS**

14. Except as specifically provided in Sections X (Reservations of Rights) and XI (Additional Reservation For Unknown Conditions Or Information) below, Plaintiffs covenant not to sue or to take administrative action against Settling Defendants to recover Covered Natural Resource Damages as defined in Paragraph 3(b). This covenant not to sue will take effect for each Settling Defendant upon completion of all of its obligations under Section VII (Compensation For, And Payment Of, Covered Natural Resource Damages). This covenant not to sue is conditioned for each Settling Defendant upon the satisfactory performance by each Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and their respective heirs, successors, and assigns and does not extend to any other person.

**X. RESERVATIONS OF RIGHTS**

15. Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiffs in Paragraph 14. Notwithstanding any other provision of this Consent Decree, Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to:

- a. Liability for failure of a Settling Defendant to meet a requirement of this Consent Decree;
- b. Liability for damages to natural resources (including assessment costs) as defined in 42 U.S.C. §§ 9601(6) & (16) that are not expressly included within the Covenant Not to Sue by Plaintiffs in Section IX;

- c. Liability for costs of response incurred or to be incurred by any of the Plaintiffs under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, or any other applicable federal or state law;
- d. liability under Section 107(a)(4)(D), 42 U.S.C. § 9607(a)(4)(D), for costs of any health assessment or health effects study carried out under 42 U.S.C. § 9604(i);
- e. Liability for damages to natural resources (including assessment costs), as defined in 42 U.S.C. §§ 9601(6) & (16), (i) resulting from new releases of hazardous substances or new discharges of pollutants in the Portland Harbor Natural Resource Damage Assessment Area after the Effective Date of this Consent Decree from a Settling Defendant's properties identified in Appendix A, or (ii) resulting from, or arising out of, a Settling Defendant's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of hazardous substances at or in connection with the Portland Harbor Natural Resource Damage Assessment Area after the Effective Date of this Consent Decree;
- f. Liability for injunctive relief or administrative order enforcement, including the performance of removal or remedial actions, under Section 106 of CERCLA, 42 U.S.C. § 9606, or any other applicable federal or state law; and
- g. Criminal liability to the United States or State.

16. The State's joinder to this Consent Decree is solely in its capacity as a trustee for natural resources and constitutes a limited waiver of the State's Eleventh Amendment immunity

for the sole and limited purpose of enforcing the terms of this Consent Decree. This Consent Decree shall not act as a general waiver, and the State does not, by joining in this Consent Decree, waive immunity from private party claims, including contribution claims, in federal court for CERCLA response costs arising from the Portland Harbor Superfund Site.

**XI. ADDITIONAL RESERVATION FOR UNKNOWN CONDITIONS OR INFORMATION**

17. Notwithstanding any other provision of this Consent Decree, Plaintiffs reserve, and this Consent Decree is without prejudice to, the right to institute proceedings against Settling Defendants in this action or in a new action for: Covered Natural Resource Damages if conditions, factors or information in the Portland Harbor Natural Resource Damage Assessment Area, not known to the Trustees as of the Effective Date of this Consent Decree, are discovered that, together with any other relevant information, indicates that there is injury to, destruction of, loss of and/or loss of use of natural resources of a type unknown, or of a magnitude significantly greater than was known, to the Trustees as of the Effective Date. For purposes of this Paragraph, information known to the Trustees shall consist of any information in the files of, or otherwise in the possession of, any one of the individual Trustees, or their contractors or consultants who worked on the Trustees' natural resource damage assessment, including the Path C liability allocation projects, as of the Effective Date of this Consent Decree. Natural resource damages arising from re-exposure, resuspension or migration of hazardous substances or pollutants by natural causes or as a result of the future implementation of a remedial action performed in accordance with an order by or consent decree with EPA in the Portland Harbor Natural Resource Damage Assessment Area shall not create a basis for action by the Trustees under this Paragraph; provided, however, that this limitation shall not apply to any Settling Defendant(s) where the re-exposure, resuspension or migration of hazardous substances or pollutants is the result of negligence occurring after the

Effective Date by such Settling Defendant(s) or employees, contractors, or agents of such Settling Defendant(s).

**XII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

18. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, the State, the Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes of Siletz Indians, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Nez Perce Tribe or their contractors or employees, relating to Covered Natural Resource Damages and this Consent Decree.

19. Settling Defendants agree not to sue any other person for Covered Natural Resource Damages. Settling Defendants retain the right to assert and pursue all such claims and positions against any person in the event such person first asserts, and for so long as such person pursues, any claim or cause of action against Settling Defendants relating to Covered Natural Resource Damages. Settling Defendants further agree not to challenge, object to, or oppose any other consent decree resolving Covered Natural Resource Damages. Nothing in this Paragraph shall operate to waive or release any claim by a Settling Defendant under any contract of insurance against any person or entity not a Settling Party to this Consent Decree. Nothing in this Paragraph shall operate to waive or release any claim or action by a Settling Defendant for costs they incurred or will incur that are not within the definition of Covered Natural Resource Damages.

**XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

20. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Settling Party to this Consent Decree. Except as stated in Paragraphs 14, 18, and 19 above, each of the Settling Parties expressly reserves any and all rights,

defenses, claims, demands, and causes of action they each may have with respect to any matter, transaction, or occurrence relating in any way to Portland Harbor against any person not a Settling Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional relief (including response action, response costs, and natural resource damages) and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

21. The Settling Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and ORS 465.325(6)(b), and that Settling Defendants are entitled, as of the Effective Date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) and ORS 465.325(6)(b), or as may be otherwise provided by law, for Covered Natural Resource Damages; provided, however, that if Plaintiffs exercise their rights under the reservations in Section X or Section XI, other than in Paragraphs 15(a) (failure to satisfy a requirement of this Consent Decree) and 15(g) (criminal liability), the contribution protection afforded by this Consent Decree will no longer include those matters that are within the scope of the exercised reservation.

22. In any subsequent administrative or judicial proceeding initiated by Plaintiffs for injunctive relief, recovery of response costs, or other appropriate relief other than Covered Natural Resource Damages, Settling Defendants shall not assert, and shall not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by Plaintiffs in the subsequent proceeding were or should have been brought in the instant case; provided, however, that

nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Paragraphs 14, 18, and 19.

23. The Settling Parties agree that they will not cite or use this settlement or the Path C NRD allocation results in any forum as evidence of liability for remedial action or response costs. Nor shall the Settling Parties cite or use this settlement or the Path C NRD allocation results to contend that they are relevant to, or determinative of, their share of remedial action or response costs, including but not limited to in any allocation of liability conducted by or among the Settling Parties or other PRPs or in any judicial or administrative proceeding concerning remedial action or response costs, except in rebuttal to another PRP's use of the Path C NRD allocation results. The Settling Parties further agree that they will not use this settlement (including the terms of this Consent Decree and the basis for the compromise contained in other documents filed in this action in support of this Consent Decree) in any other forum, whether in litigation, administrative proceedings, formal or informal negotiations, or otherwise, to resolve, attempt to resolve, or in any way influence the resolution of, other claims between Plaintiffs and Settling Defendants; provided, however, that this provision does not limit the Settling Parties from using otherwise available factual information referenced in documents filed in support of this Consent Decree or submitted or used in the Path C Process. The restriction in the preceding sentence applies to, but is not limited to, claims that the United States (on behalf of the EPA) and the State may have against Settling Defendants under CERCLA, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, *et seq.*, CWA, OPA, or Oregon law. The Settling Parties may use this Consent Decree, and other documents filed in this action in support of this Consent Decree, to defend the terms of this Consent Decree, or in any forum as evidence of the settlement reached herein and the basis therefore.

#### **XIV. RETENTION OF RECORDS**

24. Until ten (10) years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all non-identical copies of records, reports, or information, including that in electronic form (hereinafter referred to as “Records”), now in its possession, custody, or control, or that come into its possession, custody, or control, that relate in any manner to the liability of Settling Defendants or any person under CERCLA with respect to the Site, notwithstanding any record retention, or similar, policy of Settling Defendants or Settling Defendants’ agents, advisors, or consultants providing otherwise.

25. After the conclusion of the ten-year document retention period in the preceding Paragraph, Settling Defendants shall notify the Trustees at least ninety (90) days prior to the destruction of any such Records, and, upon request by the Trustees, Settling Defendants shall deliver any such Records to the Trustees. Settling Defendants may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Trustees with the following: (1) the title of the Record; (2) the date of the Record; (3) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (4) the name and title of each addressee and recipient; (5) a description of the subject of the Record; and (6) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to Trustees in redacted form to mask the privileged information only. Settling Defendants shall retain all Records that they claim to be privileged until the Trustees have had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendant’s favor. However, no Records created or generated pursuant to the requirements of this Consent Decree shall be withheld on the grounds that they are privileged or confidential.

26. Each Settling Defendant certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any

Records (other than identical copies) relating to its potential liability regarding the Site since the earliest notification of potential liability by any Trustee.

#### **XV. NOTICES AND SUBMISSIONS**

27. Whenever notice is required to be given or a document is required to be sent by one Settling Party to another under the terms of this Consent Decree, it will be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Settling Parties in writing. Written notice as specified constitutes complete satisfaction of any written notice requirement of the Consent Decree for Plaintiffs, Trustees, and Settling Defendants.

As to the United States and as to DOJ:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
(DJ # 90-11-2-06787/2)

As to NOAA:

Ericka Hailstocke-Johnson  
United States Department of Commerce  
National Oceanic and Atmospheric Administration  
Office of General Counsel, Natural Resources Section  
1410 Neotomas Avenue, Suite 110  
Santa Rosa, CA, 95405

Christopher Plaisted  
United States Department of Commerce  
National Oceanic and Atmospheric Administration  
Office of General Counsel, Natural Resources Section  
510 W. Ocean Blvd., Suite 4470  
Long Beach, CA 90802



As to the United States Department of the Interior:

Deirdre F. Donahue  
United States Department of the Interior  
Office of the Solicitor  
601 SW 2nd Avenue, Suite 1950  
Portland, OR 97204

As to the State:

Gary Vrooman  
Assistant Attorney General  
Oregon Department of Justice  
100 SW Market Street  
Portland, OR 97201

As to the Confederated Tribes of the Grand Ronde Community of Oregon:

Tribal Council Chair  
9615 Grand Ronde Road  
Grand Ronde, OR 97347-9712

Courtesy copies to:

Tribal Attorney's Office  
9615 Grand Ronde Road  
Grand Ronde, OR 97347-9712

Brandy Humphreys  
Lands Department  
9615 Grand Ronde Road  
Grand Ronde, OR 97347-9712

As to the Confederated Tribes of Siletz Indians:

Confederated Tribes of Siletz Indians  
Attn: Tribal Chairman and Natural Resources Manager  
P.O. Box 549  
Siletz, OR 97380

Courtesy copy to:

Julie Weis  
Haglund Kelley LLP  
2177 SW Broadway  
Portland, OR 97201

As to the Confederated Tribes of the Umatilla Indian Reservation:

Lead Attorney  
Office of Legal Counsel  
Confederated Tribes of the Umatilla Indian Reservation  
46411 Timine Way  
Pendleton, OR 97801

As to the Confederated Tribes of the Warm Springs Reservation of Oregon:

General Manager, Branch of Natural Resources  
P.O. Box C  
Warm Springs, Oregon 97761

Legal Counsel of Record for the  
Confederated Tribes of the Warm Springs Reservation of Oregon  
Karnopp Petersen LLP  
360 SW Bond St., Suite 400  
Bend, OR 97702

As to the Nez Perce Tribe:

Nez Perce Tribe  
Attn: Chairman, Nez Perce Tribal Executive Committee  
P.O. Box 305  
Lapwai, ID 83540

Courtesy copies to:

Julie Kane  
Office of Legal Counsel  
Nez Perce Tribe  
P.O. Box 305  
Lapwai, ID 83540

Courtney Johnson  
Executive Director & Staff Attorney  
Crag Law Center  
3141 E. Burnside St.  
Portland, OR 97214

As to Settling Defendants

For ACF Industries, LLC

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For Air Liquide America L.P. and Airgas USA LLC

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For Ash Grove Cement Company

David M. Toolan, Vice President & General Counsel  
CRH Americas, Inc.  
900 Ashwood Parkway, Suite 800  
Atlanta, GA 30338

Courtesy copies to:

Brian Ferrasci-O'Malley  
Nossaman LLP  
719 Second Avenue, Suite 1200  
Seattle, WA 98104

Leslie Nellerhoe  
Nossaman LLP  
719 Second Avenue, Suite 1200  
Seattle, WA 98104

For Ashland Inc. and Valvoline Inc.

Ashland Inc.  
500 Hercules Road  
Wilmington, DE 19808  
Attention: Environmental Counsel

For Beazer East, Inc.

Suzanne Lacampagne  
Miller Nash LLP  
111 SW Fifth Avenue, Suite 3400  
Portland, OR 97204  
[Suzanne.lacampagne@millernash.com](mailto:Suzanne.lacampagne@millernash.com)

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For BNSF Railway Company

Allen Stegman  
General Director Environmental  
BNSF Railway Company  
2500 Lou Menk Drive, AOB-3  
Fort Worth, TX 76131-2828

and

Brooke Kuhl  
Senior General Attorney  
201 West Railroad Street, STE 300  
Missoula, MT 59802

And a copy to:

Robert B. Lowry  
Kell, Alterman & Runstein, L.L.P.  
520 SW Yamhill Street, Suite 600  
Portland, OR 97204

For Calbag Metals Co.

Warren Rosenfeld  
Calbag Metals Co.  
2495 NW Nicolai St.  
Portland, OR 97210

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529 SW Third Ave., Suite 600  
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For ESCO Group LLC

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Four Embarcadero Center, 17th Floor  
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[nvanaelstyn@sheppardmullin.com](mailto:nvanaelstyn@sheppardmullin.com)

For Gould Electronics Inc.

Gould Electronics Inc.  
Chief Administrative Officer  
Attn.: Dean Hattula  
2555 W Fairview St Suite 103  
Chandler, AZ 85224  
[Dhattula@gouldelectronics.com](mailto:Dhattula@gouldelectronics.com)

With a copy to:

John A. Rego  
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200 Public Square, Suite 2300  
Cleveland, OH 44114-2378

For HAJ, Inc. d/b/a Christenson Oil Company

Amy Mitchell  
Bankruptcy Trustee, Receiver, Disbursing Agent  
PO Box 2289  
Lake Oswego, OR 97035

With a Copy to -  
Katherine Felton  
Murphy Armstrong & Felton LLP  
719 Second Avenue  
Suite 701  
Seattle, WA 98104

For Hercules LLC

Hercules LLC  
c/o Ashland Inc.  
500 Hercules Road  
Wilmington, DE 19808  
Attention: Environmental Counsel

For Koppers Inc.

Koppers Inc.  
c/o Stephanie Apostolou, General Counsel and Secretary  
436 Seventh Avenue  
Pittsburgh, PA 15219  
[ApostolouSL@koppers.com](mailto:ApostolouSL@koppers.com)

With a copy to:

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For McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec  
Front LLC; GWC Properties, LLC; GWC Front, LLC; and Tanker Basin LLC

McCall Oil & Chemical Corporation  
c/o Jeff Miller  
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Ted McCall  
McCall Oil & Chemical Corporation  
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For Northwest Pipe Company

Northwest Pipe Company  
Ms. Stephanie Heldt-Sheller  
Corporate Environmental Manager  
201 N.E. Park Plaza Drive, Suite 100  
Vancouver, WA 98684-5874

and

Northwest Pipe Company  
Michael B. Merchant  
Black Helterline LLP  
805 SW Broadway, Suite 1900  
Portland, OR 97205

For Portland General Electric Company (PGE)

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503-464-7371

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For Portland Terminal Railroad Company

Elizabeth C. Knight  
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For Sulzer Pumps (US) Inc.

Melissa Peterson  
Global Counsel – Clean Fuels and Chemicals Licensing  
Sulzer Pumps (US) Inc.  
900 Threadneedle, Suite 800  
Houston, Texas 77079  
[Melissa.peterson@sulzer.com](mailto:Melissa.peterson@sulzer.com)

With copy to:

Ira Gottlieb  
McCarter & English, LLP  
100 Mulberry Street  
4 Gateway Center  
Newark, NJ 07102  
[igottlieb@mccarter.com](mailto:igottlieb@mccarter.com)  
[cbetz@mccarter.com](mailto:cbetz@mccarter.com)

## **XVI. RETENTION OF JURISDICTION**

28. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Parties for the purpose of interpreting or enforcing the terms of this Consent Decree.

## **XVII. INTEGRATION/APPENDICES**

29. This Consent Decree, including its appendices, constitutes the final, complete, and exclusive agreement and understanding with respect to the settlement embodied in this Consent Decree. The Settling Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

Appendix A identifies the properties for each Settling Defendant that are applicable to the definition of Covered Natural Resource Damages in Paragraph 3.b.

Appendix B is electronic wire transfer payment instructions, “U.S. Department of the Interior, Natural Resources Restoration Fund Assessment and Settlement Deposit Remittance Procedures.”

Appendix C sets forth the amounts of natural resource damages and natural resource damage assessment past costs each Settling Defendant is to pay and reflects any prior payments made by each Settling Defendant as part of the Path C process.

## **XVIII. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION**

30. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. §162(f)(2)(A)(ii), performance of Section VII (Payment of Covered Natural Resource Damages), Paragraphs 7, 9, 10, and 11; and Section XIV (Retention Of Records), Paragraphs 24 and 25, is restitution or required to come into compliance with law.

**XIX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

31. This Consent Decree will be lodged with the Court for a period of not less than thirty (30) days for public notice and comment. Plaintiffs each reserve the right to withdraw or withhold their consent if the comments regarding the Consent Decree disclose facts or considerations that indicate this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants waive all objection to, and consent to, the entry of this Consent Decree without further notice.

32. If for any reason this Court declines to approve this Consent Decree in the form presented, this Consent Decree may be voided at the sole discretion of any Settling Party and, if so voided, the terms of the agreement shall not be used as evidence in any litigation between the Settling Parties.

**XX. SIGNATORIES/SERVICE**

33. The Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice and each undersigned representative of the State, the Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes of Siletz Indians, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Nez Perce Tribe and each Settling Defendant certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally the Settling Party that he or she represents to this document.

34. Settling Defendants agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless any Plaintiff has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

35. Each Settling Defendant will identify on the attached signature page the name and address of an agent who is authorized to accept service of process by mail on behalf of it with respect to all matters relating to this Consent Decree. Settling Defendants agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to service of a summons.

**XXI. FINAL JUDGMENT**

36. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, the State, the Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes of Siletz Indians, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Nez Perce Tribe, and Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS \_\_\_\_DAY OF \_\_\_\_\_20\_\_.

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

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

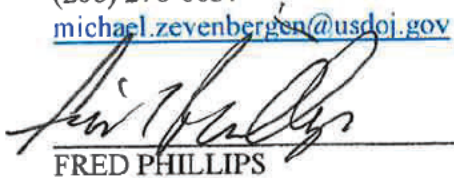
FOR THE UNITED STATES OF AMERICA

TODD KIM  
Assistant Attorney General  
Environment & Natural Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530



MICHAEL J. ZEVENBERGEN  
Senior Counsel  
Environmental Enforcement Section  
Environment & Natural Resources Division  
U.S. Department of Justice  
c/o NOAA Damage Assessment  
7600 Sand Point Way, NE  
Seattle, Washington 98115  
(206) 276-0037  
[michael.zevenbergen@usdoj.gov](mailto:michael.zevenbergen@usdoj.gov)

Date: Oct. 30, 2023

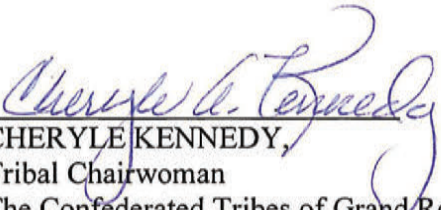


FRED PHILLIPS  
Senior Attorney  
Environmental Enforcement Section  
Environment & Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044-7611  
(202) 305-0439  
[frederick.phillips@usdoj.gov](mailto:frederick.phillips@usdoj.gov)

Date: 10-31-23

THE CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON enters into this Consent Decree

FOR THE CONFEDERATED TRIBES OF GRAND RONDE

  
CHERYLE KENNEDY,  
Tribal Chairwoman  
The Confederated Tribes of Grand Ronde  
9615 Grand Ronde Road  
Grand Ronde, OR 97338

Date: June 6, 2023

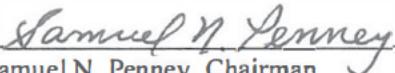
  
Holly Partridge  
Senior Staff Attorney  
The Confederated Tribes of Grand Ronde  
9615 Grand Ronde Road  
Grand Ronde, OR 97338  
(503)879-2335  
holly.partridge@grandronde.org

Date: 6/6/2023

THE NEZ PERCE TRIBE enters into this Consent Decree in *United States, et al. v. ACF Industries, LLC, et al.*

NEZ PERCE TRIBE

By:

  
\_\_\_\_\_  
Samuel N. Penney, Chairman  
Nez Perce Tribal Executive Committee  
P.O. Box 305  
Lapwai, ID 83540

Date: 4-24-23

  
\_\_\_\_\_  
Shirley J. Allman, Secretary  
Nez Perce Tribal Executive Committee  
P.O. Box 305  
Lapwai, ID 83540

Date: 4-24-23

  
\_\_\_\_\_  
Julie Kane, Managing Attorney  
Office of Legal Counsel  
P.O. Box 305  
Lapwai, ID 83540

Date: 4-24-23

  
\_\_\_\_\_  
Courtney Johnson  
Crag Law Center  
3141 E. Burnside St.  
Portland, OR 97214  
courtney@crag.org

Date: 4-25-23

THE CONFEDERATED TRIBES OF SILETZ INDIANS enters into this Consent Decree in *United States, et al. v. ACF Industries, LLC, et al.*

CONFEDERATED TRIBES OF SILETZ INDIANS

By



DELORES PIGSLEY,  
Tribal Chairman  
Confederated Tribes of Siletz Indians  
201 SE Swan Avenue  
PO Box 549  
Siletz, OR 97380

Date: 4/21/23



JULIE A. WEIS, ESQ.  
Haglund Kelley LLP  
2177 SW Broadway  
Portland, OR 97201  
(503) 225-0777  
[weis@hk-law.com](mailto:weis@hk-law.com)

Date: 4/21/23



THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
enters into this Consent Decree in *United States, et al. v. ACF Industries, et al.*

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

By



Date: 8/18/23

N. KATHRYN BRIGHAM

Chair, Board of Trustees

Confederated Tribes of the Umatilla Indian Reservation

46411 Timine Way

Pendleton, OR 97801



Date: 8/18/2023

JOSEPH R. PITT, ESQ.

OSB #081134

CTUIR Office of Legal Counsel

46411 Timine Way

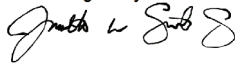
Pendleton, OR 97801

(541) 429-7404

joepitt@ctuir.org

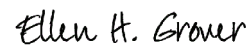
THE CONFEDERATED TRIBES OF WARM SPRINGS enters into this Consent Decree in *United States, et al. v. ACF Industries, LLC, et al.*

CONFEDERATED TRIBES OF WARM SPRINGS  
By

DocuSigned by:  
  
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Date: May 4, 2023

JONATHAN W. SMITH Sr.,  
Tribal Chairman  
Confederated Tribes of Warm Springs  
1233 Veterans Street  
PO Box C  
Warm Springs, OR 97761-3001

DocuSigned by:  
  
3237CE0A9091492...

Date: May 4, 2023

ELLEN H. GROVER, PARTNER.  
Best Best & Krieger LLP  
360 SW Bond Street  
Bend, OR 97702  
(541) 382-3011  
Ellen.grover@bbklaw.com

DocuSigned by:  
  
4D68284D87CB41F...

Date: May 4, 2023

JOSH NEWTON, PARTNER.  
Best Best & Krieger LLP  
360 SW Bond Street  
Bend, OR 97702  
(541) 382-3011  
[Josh.newton@bbklaw.com](mailto:Josh.newton@bbklaw.com)

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR THE STATE OF OREGON, DEPARTMENT OF FISH AND WILDLIFE



Date: 7/5/23

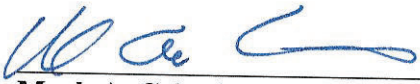
Curt Melcher  
Director  
Oregon Department of Fish and Wildlife  
4034 Fairview Industrial Drive SE  
Salem, OR 97302

Attorney for the Oregon Department of Fish and Wildlife:

Gary Vrooman, OSB No. 075832  
Assistant Attorney General  
Oregon Department of Justice  
100 SW Market Street  
Portland, OR 97201

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR ACF Industries, LLC:



**Mark A. Crinnion**  
Vice President and General Counsel  
ACF Industries, LLC  
PO Box 900  
Florissant, MO. 63032-0900  
[mcrinnion@acfindustries.com](mailto:mcrinnion@acfindustries.com)  
(636) 949-2399

Date: March 30, 2023

Agent authorized to receive service of process by mail on behalf of ACF Industries, LLC. with respect to all matters relating to this Consent Decree:

Mark A. Crinnion  
Vice President and General Counsel  
ACF Industries, LLC  
PO Box 900  
Florissant, MO. 63032-0900  
[mcrinnion@acfindustries.com](mailto:mcrinnion@acfindustries.com)  
(636) 949-2399

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Air Liquide America L.P.; Airgas USA LLC; Ash Grove Cement Company; Ashland, LLC; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules, LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; and Sulzer Pumps (US) Inc.*

FOR Air Liquide America L.P.



Frederic Bergeret  
Treasurer, Air Liquide America L.P.  
Date: September 5, 2023

FOR Airgas USA, LLC



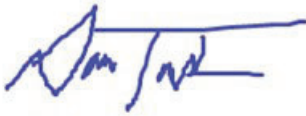
Frederic Bergeret  
Chief Financial Officer, Airgas USA, LLC  
Date: September 5, 2023

Agent authorized to receive service of process by mail on behalf of Air Liquide America L.P. and Airgas USA, LLC with respect to all matters relating to this Consent Decree:

Michael Dailey  
General Counsel, Airgas, Inc., an Air Liquide Company  
259 Radnor Chester Road, Suite 100  
Radnor, PA. 19087  
(610) 263-2033  
[Michael.dailey@airgas.com](mailto:Michael.dailey@airgas.com)

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR Ash Grove Cement Company



---

David M. Toolan  
Assistant Secretary

Date: March 24, 2023

Agent authorized to receive service of process by mail on behalf of Ash Grove Cement Company with respect to all matters relating to this Consent Decree:

Chintan K. Amin  
Deputy General Counsel  
CRH Americas Law Group  
CRH Americas, Inc.  
900 Ashwood Parkway, Suite 600  
Atlanta, Georgia 30338  
C +1 (470) 618 1948  
E [chintan.amin@crh.com](mailto:chintan.amin@crh.com)

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

**FOR Ashland Inc.**

By: Robin E. Lampkin  
Name: Robin E. Lampkin  
Title: Vice President, Associate General Counsel and Chief Compliance Officer  
Date: Mar 23, 2023

**FOR Hercules LLC**

By: Robin E. Lampkin  
Name: Robin E. Lampkin  
Title: Assistant Secretary  
Date: Mar 23, 2023

**FOR Valvoline Inc.**


By: Julie O'Daniel  
Name: Julie M. O'Daniel  
Title: Senior Vice President, Chief Legal Officer and Corporate Secretary  
Date: Mar 29, 2023

Agent authorized to receive service of process by mail on behalf of Ashland Inc., Hercules LLC and Valvoline Inc. with respect to all matters relating to this Consent Decree:

Houlihan Law, PC  
Attn: John Houlihan  
100 N. 35<sup>th</sup> St.  
Seattle, WA 98103  
Phone: 206-547-5052  
Email: [john@houlihan-law.com](mailto:john@houlihan-law.com)

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR Beazer East, Inc.

  
Digitally signed by Charles McChesney  
DN: cn=Charles McChesney, o=Lehigh  
Hanson, Inc., ou=Three Rivers Management,  
Inc., email=Charles.McChesney@TRMI.Biz,  
c=US  
Date: 2023.03.31 11:13:40 -04'00'

Charles E. McChesney II, Esq.  
Vice President & Secretary  
Beazer East, Inc.  
600 River Ave, Suite 200  
Pittsburgh, PA 15212  
Email: charles.mcchesney@trmi.biz  
(412) 208-8839

Date: March 31, 2023

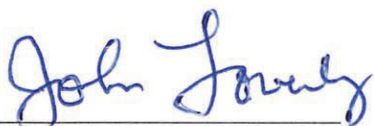
Agent authorized to receive service of process by mail on behalf of Beazer East, Inc. with respect to all matters relating to this Consent Decree:

Charles E. McChesney II, Esq.  
Vice President & Secretary, Beazer East, Inc.  
600 River Ave., Ste. 200  
Pittsburgh, PA 15212  
Email: charles.mcchesney@trmi.biz



THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR BNSF Railway Company



John Lovenburg  
VP Environment & Sustainability  
BNSF Railway Co.

Date: 03-23-2023

Agent authorized to receive service of process by mail on behalf of BNSF Railway Company with respect to all matters relating to this Consent Decree:

CT Corporation System  
780 Commercial St. SE, STE 100  
Salem, OR 97301

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR Calbag Metals Co.



\_\_\_\_\_  
Warren Rosenfeld  
President, Calbag Metals Company

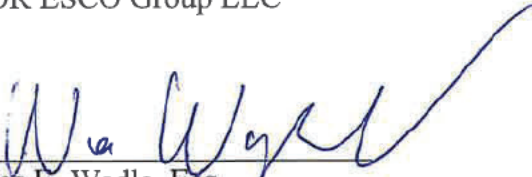
Date: 07/10/2023

Agent authorized to receive service of process by mail on behalf of Calbag Metals Co. with respect to all matters relating to this Consent Decree:

Jennifer Gates, Counsel for Calbag Metals Co.  
Pearl Legal Group, PC  
529 SW Third Ave., Suite 600  
Portland, OR 97219  
jgates@pearllegalgroup.com

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR ESCO Group LLC



Wes E. Wadle, Esq.

Litigation & Disputes Counsel, Americas  
The Weir Group

Date: 4/13/23

Agent authorized to receive service of process by mail on behalf of ESCO Group LLC with respect to all matters relating to this Consent Decree:

Nicholas van Aelstyn  
Four Embarcadero Center, 17th Floor  
San Francisco CA 94111-4019  
[nvanaelstyn@sheppardmullin.com](mailto:nvanaelstyn@sheppardmullin.com)  
(415) 774-2970

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR GOULD ELECTRONICS INC.



\_\_\_\_\_  
Dean Hattula  
Chief Administrative Officer  
Gould Electronics Inc.  
2555 W Fairview St Suite 103  
Chandler, AZ 85224


Date: 3/22/2023

Agent authorized to receive service of process by mail on behalf of Gould Electronics Inc. with respect to all matters relating to this Consent Decree:

Dean Hattula  
Chief Administrative Officer  
Gould Electronics Inc.  
2555 W Fairview St Suite 103  
Chandler, AZ 85224  
Email: DHattula@gouldelectronics.com,  
Phone: (480) 634-5317

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR HAJ Inc. d/b/a Christenson Oil Company

  
\_\_\_\_\_  
Amy Mitchell  
Bankruptcy Trustee

Date: 3/30/2023

Agent authorized to receive service of process by mail on behalf of HAJ Inc. d/b/a Christenson Oil Company with respect to all matters relating to this Consent Decree:

Amy Mitchell  
Bankruptcy Trustee, Receiver, Disbursing Agent  
Haj, Inc. d/b/a Christensen Oil Company  
P. O. Box 2289  
Lake Oswego, OR 97035

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR Koppers Inc.

  
Stephanie Apostolou  
General Counsel and Secretary

Date: March 23, 2023

Agent authorized to receive service of process by mail on behalf of Koppers Inc. with respect to all matters relating to this Consent Decree:

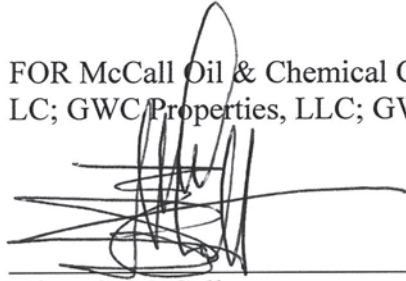
Stephanie Apostolou  
General Counsel and Secretary  
Koppers Inc., 436 Seventh Avenue  
Pittsburgh, PA 15219  
[ApostolouSL@koppers.com](mailto:ApostolouSL@koppers.com)

With a copy to:

Alan S. Miller  
Houston Harbaugh P.C.  
Three Gateway Center, 22nd Floor  
401 Liberty Avenue  
Pittsburgh, PA 15222  
[milleras@hh-law.com](mailto:milleras@hh-law.com)

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LC; GWC Properties, LLC; GWC Front, LLC; and Tanker Basin LLC



Edgar S. McCall  
Vice President, Risk Management  
McCall Oil & Chemical Corporation  
411 NW Park Ave, Suite 202  
Portland, OR 97209  
ted@mccallterminals.com  
(503) 221-5880 x4


Date: March 23, 2023

Agent authorized to receive service of process by mail on behalf of McCall Oil & Chemical Corporation, McCall Oil Real Estate Company LLC, Morec Front LC, GWC Properties, LLC, GWC Front, LLC, and Tanker Basin LLC with respect to all matters relating to this Consent Decree:

Suzanne C. Lacampagne  
Miller Nash LLP  
US Bancorp Tower  
111 SW Fifth Ave, Ste 3400  
Portland, OR 97204  
Email: [Suzanne.Lacampagne@MillerNash.com](mailto:Suzanne.Lacampagne@MillerNash.com)  
503.205.2448

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR Northwest Pipe Company  
(fka Northwest Pipe & Casing Company and  
Northwest Pipe and Casing Company)



\_\_\_\_\_  
Scott J. Montross, President and CEO

Date: 3/21/23

Agent authorized to receive service of process by mail on behalf of Northwest Pipe Company with respect to all matters relating to this Consent Decree:

Michael B. Merchant  
Attorney for Northwest Pipe Company  
Black Helterline LLP  
805 SW Broadway, Suite 1900  
Portland, OR 97205  
[mike.merchant@bhlaw.com](mailto:mike.merchant@bhlaw.com)  
(503) 224-5560



THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR Portland General Electric Company

  
BJM

  
MAE

  
Maria Pope (Mar 27, 2023 07:51 PDT)

Maria Pope  
President and Chief Executive Officer


Date: 03/27/2023

Agent authorized to receive service of process by mail on behalf of Portland General Electric Company with respect to all matters relating to this Consent Decree:

Carolyn Walker  
Managing Assistant General Counsel  
121 SW Salmon St. 1 WTC 1301  
Portland, OR 97204  
Carolyn.Walker@pgn.com  
503-464-7903

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR Portland Terminal Railroad Company

DocuSigned by:  
  
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David W. Hughes  
President, Portland Terminal Railroad Company Board of Directors

3/31/2023

Date: \_\_\_\_\_

DocuSigned by:  
  
C4979AB7E4C347E...

Tania Bryan  
Director of Finance, Portland Terminal Railroad Company

4/3/2023

Date: \_\_\_\_\_

Agent authorized to receive service of process by mail on behalf of Portland Terminal Railroad Company with respect to all matters relating to this Consent Decree:

Elizabeth C. Knight  
Partner, Dunn Carney Allen Higgins & Tongue LLP  
Suite 1500, 851 SW Sixth Avenue | Portland, OR 97204  
Direct (503) 306-5312  
Email: [eknight@dunncarney.com](mailto:eknight@dunncarney.com)

THE UNDERSIGNED PARTIES enter into this Consent Decree in *United States, et al. v. ACF Industries, LLC; Airgas USA LLC; Ash Grove Cement Company; Ashland Inc.; Beazer East, Inc.; BNSF Railway Company; Calbag Metals Co.; ESCO Group LLC; Gould Electronics Inc.; HAJ, Inc., d/b/a Christenson Oil Company; Hercules LLC; Koppers Inc.; McCall Oil & Chemical Corporation; McCall Oil Real Estate Company LLC; Morec Front LLC; GWC Properties, LLC; GWC Front, LLC; Tanker Basin LLC; Northwest Pipe Company (fka Northwest Pipe & Casing Company and Northwest Pipe and Casing Company); Portland General Electric Company (PGE); Portland Terminal Railroad Company; Sulzer Pumps (US) Inc.; and Valvoline Inc.*

FOR Sulzer Pumps (US) Inc.

DocuSigned by:  
  
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Flavio Romero  
President, Sulzer Pumps (US) Inc.

Date: Mar-24-2023

Agent authorized to receive service of process by mail on behalf of Sulzer Pumps (US) Inc. with respect to all matters relating to this Consent Decree:

Melissa Peterson  
Global Counsel – Clean Fuels and Chemicals Licensing  
Sulzer Chemtech  
900 Threadneedle, Suite 800  
Houston, Texas 77079  
Phone +1 346 207 9645  
[melissa.peterson@sulzer.com](mailto:melissa.peterson@sulzer.com)

PORTLAND HARBOR CONSENT DECREE

APPENDIX A

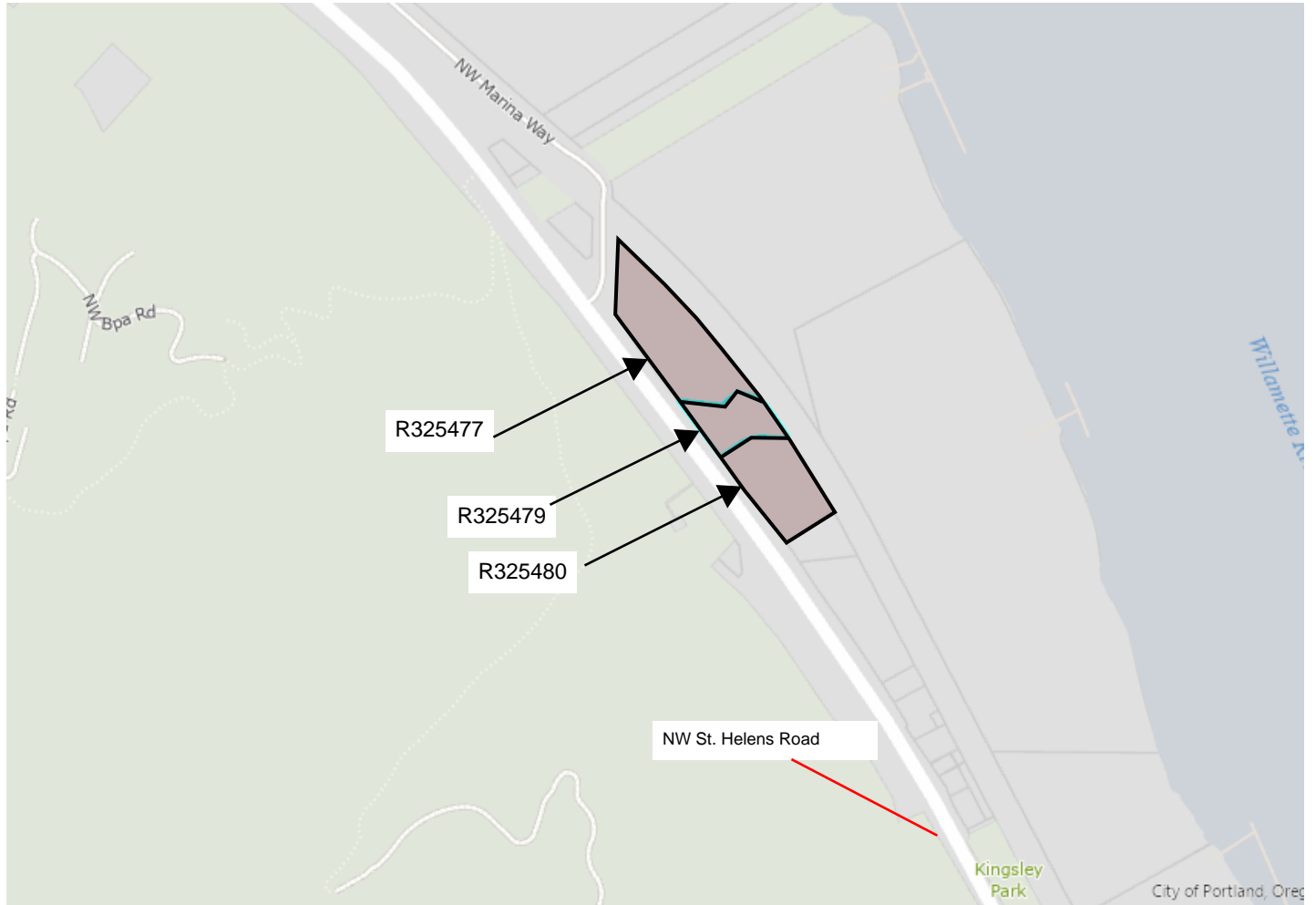
Appendix A – ACF Industries LLC

The properties listed below are identified for ACF Industries LLC for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

<b>Site ID number</b>	<b>Street Address</b>	<b>Assessor's Parcel Number</b>	<b>Alt Account Number</b>	<b>Notes</b>
68	12160 NW St. Helens Road	R325480	R971340300	See attached map
68	12160 NW St. Helens Road	R325479	R971340290	See attached map
68	12160 NW St. Helens Road	R325477	R971340230	See attached map

## Map Showing Area of Tax Parcels

ACF Industries, 12160 NW St. Helens Road, Portland, OR



Property outline accessed from Multnomah County Oregon Property Records website 13 July 2021:

[https://www.portlandmaps.com/detail/property/NW-ST-HELENS-RD/R325477\\_did/](https://www.portlandmaps.com/detail/property/NW-ST-HELENS-RD/R325477_did/)

Appendix A – Air Liquide America L.P. and Airgas USA LLC

The properties listed below are identified for Air Liquide America L.P. and Airgas USA LLC for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

<b>Site ID</b>	<b>Street Address</b>	<b>County Tax Parcel ID</b>
141	6529 NW Front Avenue	R961130330
203	3208 NW Yeon Avenue 3330 NW Yeon Avenue	R649701500 R941291430 R649701460 R941291710 R649701480 R941280950 R941291700
608	4959 NW Front Street	R941190500
639	2233 NW 23rd Avenue	R215300400 R215300420

Appendix A – Ash Grove Cement Company

The properties listed below are identified for **Ash Grove Cement Company** for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

Site ID number	Street Address	County Tax Parcel ID	Notes
Site 21	13939 N. Rivergate Blvd.	R325200 (alternate account no.: R971260190)  R646099 (alternate account no.: R971260191)	Includes the docks identified in the attached map.
Site 275	3737 N. Port Center Way	R316054 (alternate account no.: R941210770)  R237739 (alternate account no.: R649729850)  R646339 (alternate account no.: R649729801)  R646340 (alternate account no.: R941210771)  <i>Inactive former ID numbers, cancelled into R316054:</i> R316051 (alternate account no.: R941210750) R316011 (alternate account no.: R941210330) R316000 (alternate account no.: R941210150)	Includes the docks identified in the attached map.
Site 275	2700 N. Port Center Way	R237733 (alternate account no.: R649729800)	Includes the docks identified in the attached map.





Site 21 – 13939 N. Rivergate Blvd.



Site 275 – 3737 N. Port Center Way



Site 275 – 2700 N. Port Center Way

Appendix A – Hercules, LLC, Ashland, Inc., and Valvoline, Inc.

The properties listed below are identified for:

- Hercules, LLC, successor in interest to Hercules Incorporated;
- Ashland Inc., successor in interest as of August 1, 2022 to Ashland LLC (which was successor in interest to previous Ashland, Inc.); and
- Valvoline, Inc., the formerly wholly owned subsidiary of Ashland LLC

for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

Site ID number	Street Address	County Tax Parcel ID	Notes
123	7540 NW Helens Rd.	R961120420 R961121300 R961121120 R961121290 R961121310 R961121130 R961121230 R961130540 R961130410	NW Natural Gas Co. Property associated with Hercules, LLC short term storage
239	6650 N. Basin Avenue	R941171070 R941170970 R941171220	Ashland Inc. formerly leased property
271	6000 N. Cutter Circle	R605600160	Ashland Inc. / Valvoline, Inc. formerly leased property
279B	2308 N. Clark Ave.	R009616030 R009616090	Ashland Inc. / Valvoline, Inc. formerly owned property
508	3366 NW Yeon Ave.	R941201260 R941290010 R941292120	Hercules, LLC property
509	3322 NW 35 <sup>th</sup> Ave.	R941291370	Ashland Inc. formerly leased property
510	2800 NW 31 <sup>st</sup> Ave.	R941291160	Ashland Inc. formerly leased property

Appendix A – Beazer East, Inc.

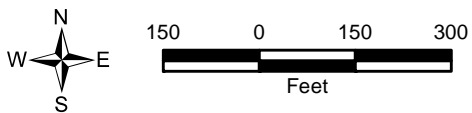
The properties listed below are identified for Beazer East, Inc. for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

<b>Site ID number</b>	<b>Street Address</b>	<b>Assessor's Parcel Number</b>	<b>Alt Account Number</b>	<b>Notes</b>
123	7540 NW St. Helens Road	R502592	R961130540	See Figure 1
123	7540 NW St. Helens Road	R324213	R961130410	See Figure 1
123	7540 NW St. Helens Road	R324113	R961120420	See Figure 1
123	7540 NW St. Helens Road	R324165	R961121230	See Figure 1
123	7540 NW St. Helens Road	R324160	R961121130	See Figure 1
123	7540 NW St. Helens Road	R324172	R961121310	See Figure 1
123	7540 NW St. Helens Road	R324159	R961121120	See Figure 1
123	7540 NW St. Helens Road	R324171	R961121300	See Figure 1
123	7540 NW St. Helens Road	R324170	R961121290	See Figure 1



**Figure 1**  
**Portland Harbor, Oregon**

 Site123



Data Source: *PortlandMaps.com*  
Photo Source: *USDA*

Appendix A – Identification of BNSF Railway Company Properties

The locations and extent of BNSF Railway Company (BNSF) properties, including historical and current ownership and/or operations areas, are identified in this Appendix A for purposes of matters addressed in this Consent Decree. Identification is made by both (1) tax parcel numbers from the Multnomah County Department of County Management Assessment and Taxation to the extent applicable, and (2) as contained within the green defined locations on the referenced attached Maps 1-3 on pages 4-6 below, which also encompass some locations that do not necessarily have tax parcel numbers (for example, the BNSF Railroad Bridge and certain current streets areas). Where certain property areas have had changes in tax numbers due to transactions or redevelopment, both current and former tax parcel numbers are listed where known for clarity. The listed Site ID numbers are numbers which were designated by the Trustees and have been included for reference. The boundaries of some Site ID locations contained in Map 3 no longer exactly conform to current tax numbers for reasons noted above regarding changes in applicable tax numbers.

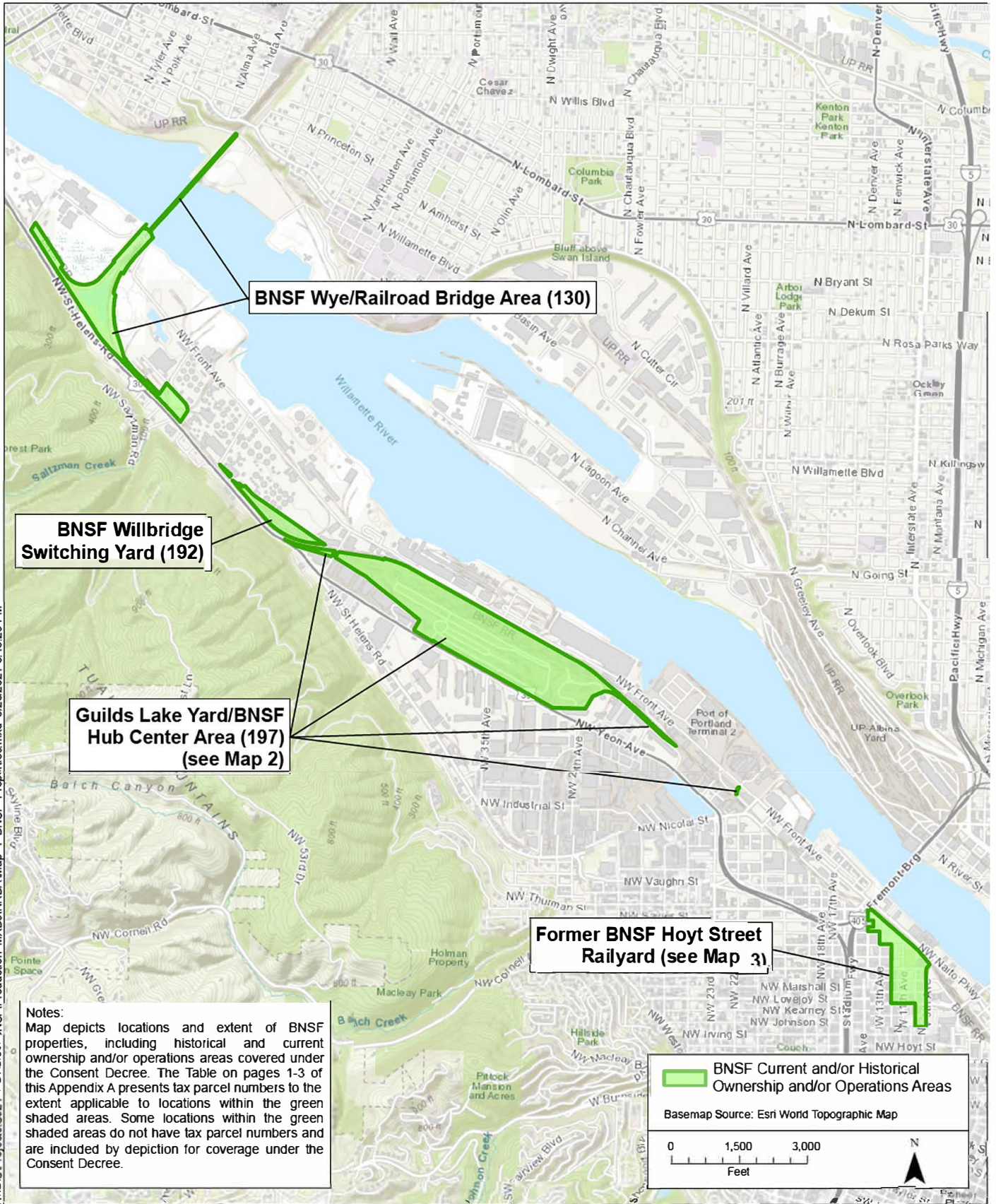
<b>Trustees' Site ID number</b>	<b>Street Address</b>	<b>Current or Former County Tax Parcel Number</b>
<b>BNSF Wye/Railroad Bridge Area<sup>1</sup> (Including Map 1, Appendix A, p.4)</b>		
130	Wye parcel: 6330-6346 NW St. Helens Rd	Wye parcel: R961130020
<b>BNSF Willbridge Switching Yard (Including Map 1, Appendix A, p. 4)</b>		
192	5814 NW Doane Ave.	R941190510
192	5814 NW Doane Ave.	R941190520
192	5814 NW Doane Ave.	R941190530

<sup>1</sup> "Wye" is a descriptive term for the area containing segments of BNSF mainlines and part of Doane Lake, and connecting with the west end of BNSF's railroad bridge across the Willamette River. The tax number for most of the Wye is R961130020. While no mailing address or any sort of office exists at the Wye, Portland Maps lists address numbers "6330-6346 NW St. Helens Road" for the Wye area. The mainline segment on the west border of the Wye parcel and the connecting BNSF bridge and its east end embankment, included in Maps 1 and 2, have no tax parcel number or address.

Trustees' Site ID number	Street Address	Current or Former County Tax Parcel Number
<b>Guilds Lake Yard/BNSF Hub Center<sup>2</sup> Area (Including Maps 1 and 2, Appendix A, pp. 4 and 5)</b>		
197	3500 NW Yeon Ave.	R941190010
197	3500 NW Yeon Ave.	R941190040
197	3500 NW Yeon Ave.	R941190170
197	3500 NW Yeon Ave.	R941190180
197	3500 NW Yeon Ave.	R941190350
197	3500 NW Yeon Ave.	R941190560
197	3500 NW Yeon Ave.	R941190570
197	3500 NW Yeon Ave.	R941190580
197	3500 NW Yeon Ave.	R941190590
197	3500 NW Yeon Ave.	R941190600
197	3500 NW Yeon Ave.	R941190610
197	3500 NW Yeon Ave.	R941190660
197	3500 NW Yeon Ave.	R941190670
197	3500 NW Yeon Ave.	R941190830
197	3500 NW Yeon Ave.	R941200040
197	3500 NW Yeon Ave.	R941201230
197	3500 NW Yeon Ave.	R941201250
197	3500 NW Yeon Ave.	R941280360
197	3500 NW Yeon Ave.	R941290680
197	3500 NW Yeon Ave.	R941290730
197	3500 NW Yeon Ave.	R941292130
<b>Former BNSF Hoyt Street Railyard (Including Maps 1 and 3, Appendix A, pp. 4 and 6)</b>		
316G	NW 9 <sup>th</sup> Ave.	R001500010
316G	NW 9 <sup>th</sup> Ave.	R180220350
316G	NW 9 <sup>th</sup> Ave.	R180220354
316G	NW 9 <sup>th</sup> Ave.	R180222160
316G	NW 9 <sup>th</sup> Ave.	R180222190
316G	NW 9 <sup>th</sup> Ave.	R405841300
316G	NW 9 <sup>th</sup> Ave.	R883801710
316G	NW 9 <sup>th</sup> Ave.	R405841350
316G	NW 9 <sup>th</sup> Ave.	R405841400
316G	NW 9 <sup>th</sup> Ave.	R405841450
316G	NW 9 <sup>th</sup> Ave.	R405840750
316G	NW 9 <sup>th</sup> Ave.	R405841500

<sup>2</sup> BNSF's Hub Center has operated and operates on a leased portion of some of or parts of the listed tax parcels within Guilds Lake Yard. The address for the BNSF Hub Center is 3930 NW Yeon Ave.

Trustees' Site ID number	Street Address	Current or Former County Tax Parcel Number
<b>Former BNSF Hoyt Street Railyard (Including Maps 1 and 3, Appendix A, pp. 4 and 6) (continued)</b>		
316G	NW 9 <sup>th</sup> Ave.	R405841550
316G	NW 9 <sup>th</sup> Ave.	R405841600
316G	NW 9 <sup>th</sup> Ave.	R405841650
316H	NW 9 <sup>th</sup> Ave.	R405841250
316H	NW 9 <sup>th</sup> Ave.	R405841700
316H	NW Overton & NW 11 <sup>th</sup> Ave.	R405840780
316I	NW 9 <sup>th</sup> Ave.	R179750010
316I	NW 9 <sup>th</sup> Ave.	R405840900
316I	NW 9 <sup>th</sup> Ave.	R405840950
316I	NW 9 <sup>th</sup> Ave.	R405841000
316I	NW 9 <sup>th</sup> Ave.	R405841050
318G	NW 9 <sup>th</sup> Ave.	R252050010
318G	NW 9 <sup>th</sup> Ave.	R405840790
318G	NW 9 <sup>th</sup> Ave.	R405841200
333I	NW 9 <sup>th</sup> Ave.	R405840800
333I	NW 9 <sup>th</sup> Ave.	R405840850
335I	NW 9 <sup>th</sup> Ave.	R405840350
335I	NW 9 <sup>th</sup> Ave.	R405840400
623H	NW 9 <sup>th</sup> Ave.	R405840770
623H	NW 9 <sup>th</sup> Ave.	R405840764
623I	NW 9 <sup>th</sup> Ave.	R405840010
624I	NW 9 <sup>th</sup> Ave.	R564380010
625I	NW 9 <sup>th</sup> Ave.	R494200010
626I	NW 9 <sup>th</sup> Ave.	R659520010
627I	NW 9 <sup>th</sup> Ave.	R102280010
628F	900 NW Lovejoy St.	R652720880
628F	900 NW Lovejoy St.	R652720910
637	920 NW Kearney St.	R652720940
637	920 NW Kearney St.	R652720970
638	1020 NW 12 <sup>th</sup> Ave.	R801600010



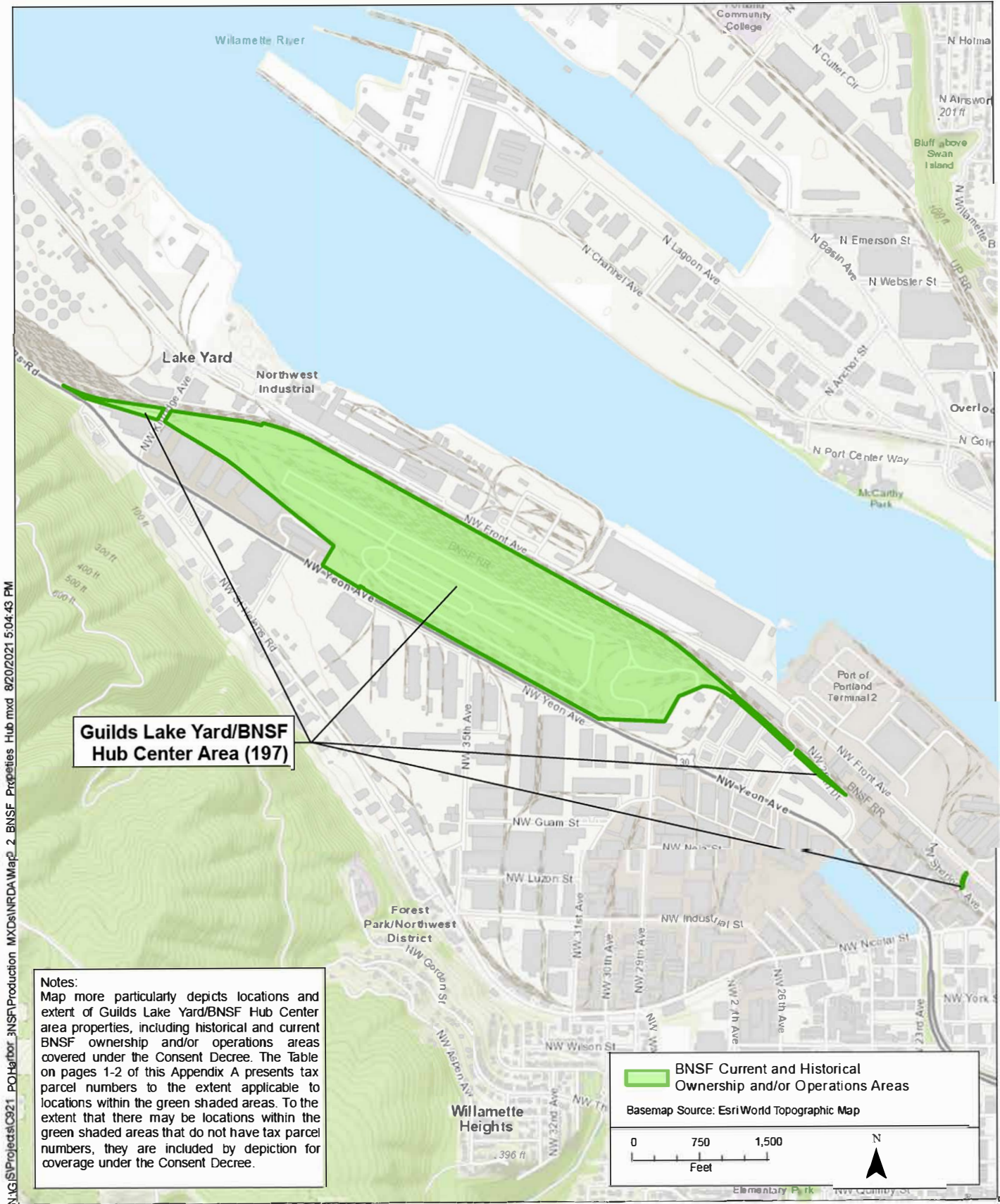
N:\GIS\Projects\321 PO Harbor - BNSF\Production\_MXD\BNSF\Map 1 BNSF Properties.mxd 8/20/2021 5:16:29 PM



(197) = Trustees' Site ID Number

**BNSF Appendix A, Map 1.**  
 BNSF Current and/or Historical Ownership and/or Operations Areas



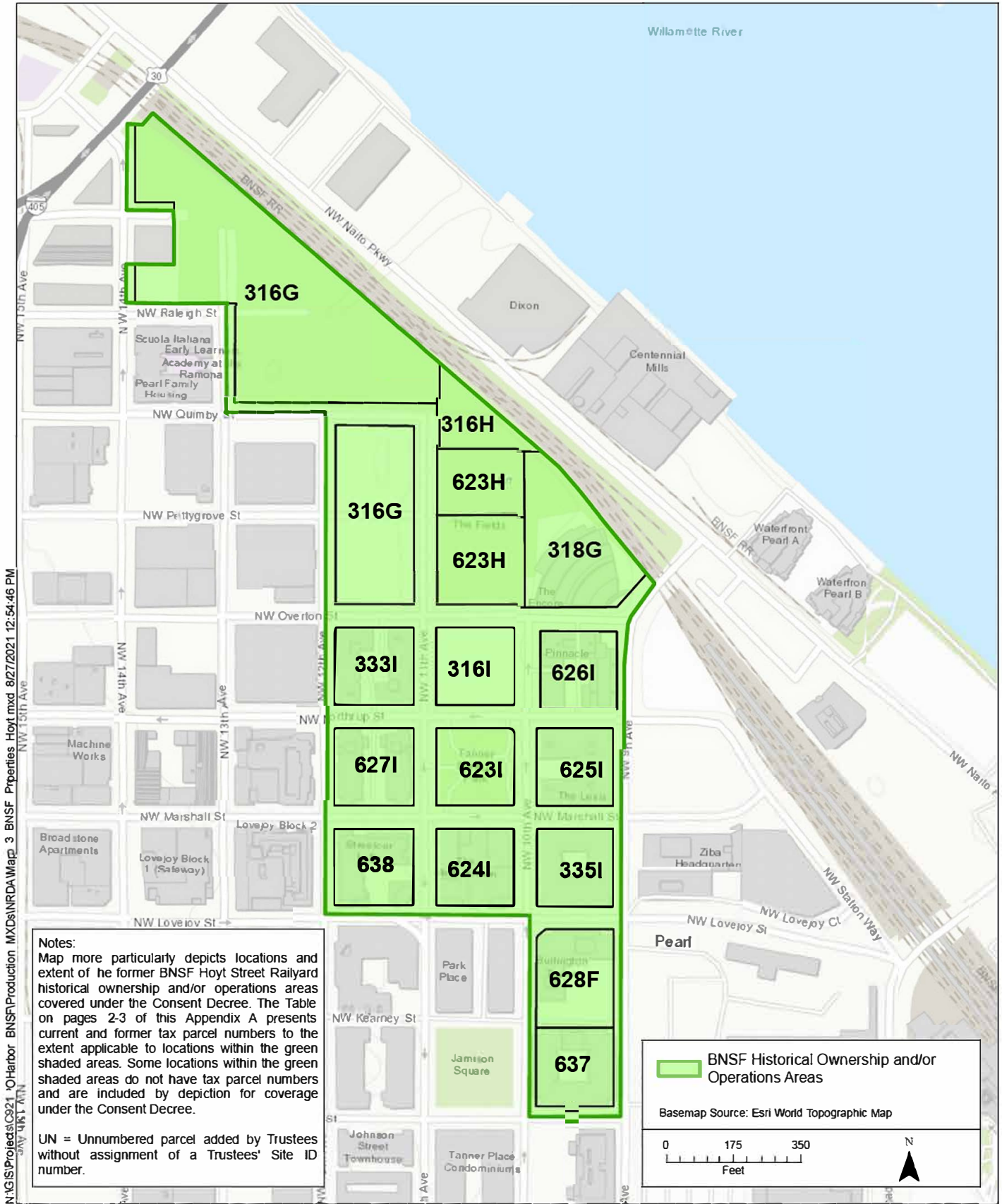


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(197) = Trustees' Site ID Number

**BNSF Appendix A, Map 2.**  
 Guilds Lake Yard/BNSF Hub Center Current and Historical Ownership and/or Operations Areas



**Notes:**  
 Map more particularly depicts locations and extent of the former BNSF Hoyt Street Railyard historical ownership and/or operations areas covered under the Consent Decree. The Table on pages 2-3 of this Appendix A presents current and former tax parcel numbers to the extent applicable to locations within the green shaded areas. Some locations within the green shaded areas do not have tax parcel numbers and are included by depiction for coverage under the Consent Decree.

UN = Unnumbered parcel added by Trustees without assignment of a Trustees' Site ID number.

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 JUN 14 4 16 PM '21

316G = Trustees' Site ID Number



**BNSF Appendix A, Map 3.**  
 BNSF Former Hoyt Street Railyard Historical Ownership and/or Operations Areas

Appendix A – Calbag Metals Company

Appendix A identifies the properties for each Settling Defendant that are applicable to the definition of Covered Natural Resource Damages in Paragraph 3.b. of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the current Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

<b>Site ID</b>	<b>County Tax Parcel ID</b>	<b>Street Address</b>	<b>Alternative Account Number</b>
467	R490749	2495 NW Nicolai St (including NW 25 <sup>th</sup> Ave alley)	R941292191
	R490521		R941292190
	R646107		R941292192
	R286791	2622 NW 25 <sup>th</sup> Place	R829100150
	R286790		R829100140
	R286793		R829100190
	R286792		R829100170
653	R295994	2500 NW Nicolai Street	R861700530
652	R682748	2615 NW Industrial Street a/k/a 2530 NW 25 <sup>th</sup> Place	R941292220
512	R316519	2710 NW Industrial Street	R941291940
	R650129		R941291942
	R650127		R941291941
563	R316353	2455 NW Nicolai Street	R941280830
572	R174666	3441 NW Guam Street	R347602940
	R174668		R347602943
	R636480		R347602946
			R941291910
61	R325522	12005 N. Burgard Road	R971350710
	R123693		R118300200
194	R315830	4927 NW Front Avenue	R941190450

Appendix A – ESCO Group LLC

The properties listed below are identified for ESCO Group LLC for purposes of this Consent Decree. Properties are identified by the Multnomah County property tax ID and assessor map and lot number. The street address as well as either the Site ID number or, where applicable, the ESCO ID number, are listed for each property in order to provide additional context and reference. However, the property boundaries are based on the current assessor map and lot number, not the street address, the Site ID number or the ESCO ID number.

<b>Site ID / ESCO ID</b>	<b>Street Address</b>	<b>Property Tax ID</b>	<b>Alternate Account Number</b>	<b>Assessor Map and Lot Number</b>
138	6900 NW Front Ave.	R324216	R961130440	1N1W13A 00500
203	3200 and/or 3208 NW Yeon Ave.	R236763 R236762 R236761	R649701500 R649701480 R649701460	1N1E29AA 01400 1N1E29AA 01500 1N1E29AA 01600
215	2211 NW Brewer St.; 2760 NW Yeon Ave.; 2770 NW Yeon Ave.	R316299 R646139 R316331 R316323 R493040	R941280050 R941280531 R941280530 R941280410 R941281060	1N1E28BC 01500 1N1E28BC 01600A1 1N1E28BC 01600 1N1E28BC 01400 1N1E28BC 01601
224	2245 NW Suffolk St.	R119093	R094600010	1N1E28BC 00700
304	1650 NW Naito Parkway	R699148	R649911100	1N1E28DD 00402
566	2407 NW 28th Ave.	R266228 R266229	R748500100 R748500150	1N1E29DB 00600 1N1E29DB 00700
572	3136 NW 35th Ave.	R174666 R174668 R636480	R347602940 R347602943 R347602946	1N1E29BA 00700
609	2535 NW 28th Ave.	R186833	R414900490	1N1E29DB 00400
639	NW Corner 23rd and NW Roosevelt St.	R148111	R215300420	1N1E28CB 03000
ESCO Site A	2141 NW 25th Ave.	R316317	R941280370	1N1E28C 00100
ESCO Site B	2141 NW 25th Ave.	R227128 R227136	R612701390 R612701560	1N1E29DD 01600 1N1E29DD 00100
ESCO Site F	2300 NW 26th Ave.; 2127 NW 26th Ave.; 2635 NW Wilson St.	R316501 R316509 R316491	R941291680 R941291750 R941291530	1N1E29DA 01900 1N1E29DA 01400 1N1E29DA 01300
ESCO Site H	2404 NW Nicolai St.	R295992	R861700010	1N1E28CB 00700
ESCO Site I	2414 NW Nicolai St.	R295993	R861700170	1N1E28CB 00800

<b>Site ID / ESCO ID</b>	<b>Street Address</b>	<b>Property Tax ID</b>	<b>Alternate Account Number</b>	<b>Assessor Map and Lot Number</b>
ESCO Site K	2539 NW Vaughn St.	R227129	R612701410	1N1E29DD 00200
ESCO Site L	Part of 2300 NW 26th Ave.	R316445	R941291050	1N1E29DA 01800
ESCO Site M	2300 NW 26th Ave.	R316380	R941290100	1N1E29DA 01700
ESCO Site O	SW Corner 23rd and NW Roosevelt St.	R148103	R215300280	1N1E28CB 03100
ESCO Site P	2321 NW Roosevelt St.	R148112	R215300450	1N1E28CB 02900
ESCO Site Q	2133 NW York St.	R269737 R269738	R766001590 R766001610	1N1E28CA 02900 1N1E28CA 03000
ESCO Site R	2306 NW Reed St.	R148122	R215300840	1N1E28CB 01900 1N1E28CB 02000 1N1E28CB 02100
ESCO Site T	2380 NW Roosevelt St.	R148109	R215300380	1N1E28CB 03700
ESCO Site U	NE Corner 24th and NW Roosevelt St.	R148113	R215300460	1N1E28CB 02800
ESCO Site X	2211 NW York St.	R269746	R766001970	1N1E28CA 04600
ESCO Site Y	2249 NW York St.	R269745 R649663 R269744	R766001950 R766001890	1N1E28CA 04200 1N1E28CA 04300
ESCO Site AA	2335 NW 23rd Pl.	R148127	R215300970	1N1E28CB 01500
ESCO Site BB	2345 NW Nicolai St.	R316333 R316351 R316319	R941280550 R941280810 R941280390	1N1E28BC 01900 1N1E28BC 02000 1N1E28BC 02100
ESCO Site CC	2400 NW 23rd Pl.; 2425 NW 23rd Ave.	R651952 R651953	R766002231 R766002232	1N1E28CB 00100A1 1N1E28CB 00100A2
ESCO Site DD	2425 NW 23rd Pl.	R269747	R766002070	1N1E28CB 00300

Appendix A – Gould Electronics Inc.

The properties listed below are identified for Gould Electronics Inc for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

<b>Site ID number</b>	<b>Street Address</b>	<b>County Tax Parcel ID</b>
Site 140	5909 NW 61 <sup>st</sup> Avenue	R961130350

Appendix A – HAJ, Inc.

The properties listed below are identified for HAJ, INC. d/b/a CHRISTENSON OIL COMPANY for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

<b>Site ID number</b>	<b>Street Address</b>	<b>Multnomah County Tax Parcel ID</b>	<b>State ID</b>
503	3821 NW St. Helens Road Portland, Oregon 97210	R253424 (Alt. Acct. #: R697400830) R253423 (Alt. Acct. #: R697400800) R253422 (Alt. Acct. #: R697400770)	1N1E19DD-01200 1N1E19DD-01300 1N1E19DD-01400
503	3865 NW St. Helens Road Portland, Oregon 97210	R315874 (Alt. Acct. #: R941190980)	1N1E19DC-00500

**Appendix A – Koppers Inc.**

The properties listed below are identified for Koppers Inc. for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

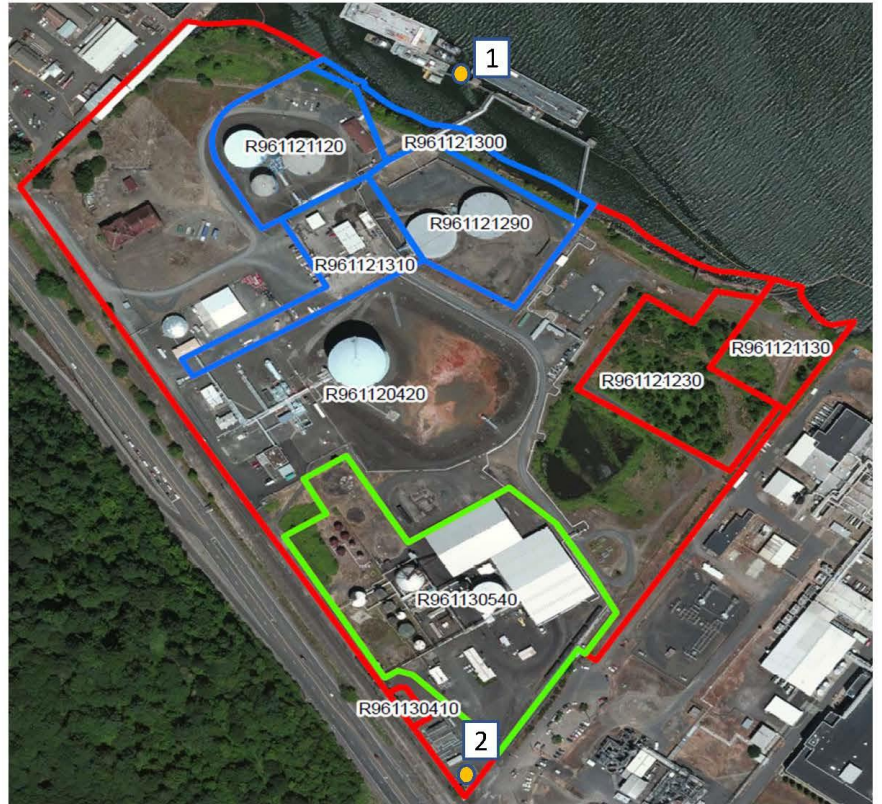
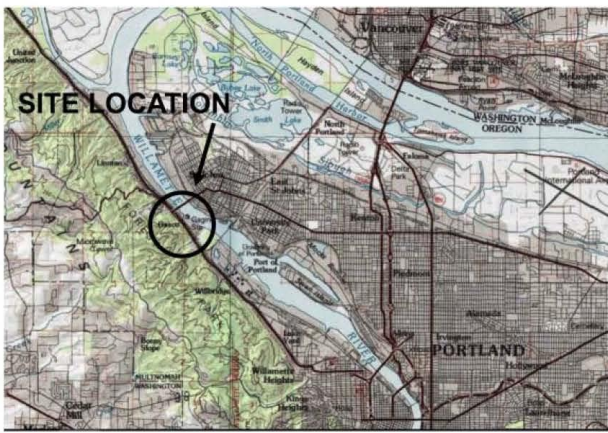
<b>Site ID number</b>	<b>Street Address</b>	<b>County Tax Parcel ID</b>	<b>Notes</b>
123	7540 NW St Helens Road, Portland, OR	R961120420 (R324113) R961121300 (R324171) R961121120 (R324159) R961121290 (R324170) R961121310 (R324172) R961121130 (R324160) R961121230 (R324165) R961130540 (R502592) R961130410 (R324213)	[See attached map]

## Koppers Inc. Released Facilities:

1. Gasco dock – River Mile 6.3
2. NPDES Permit No. 100419, replaced by NPDES Permit No. 101003 and then NPDES Permit No. 101642; Outfall No. 001, River Mile 6.5.

See attached map at ● for 1 and 2.



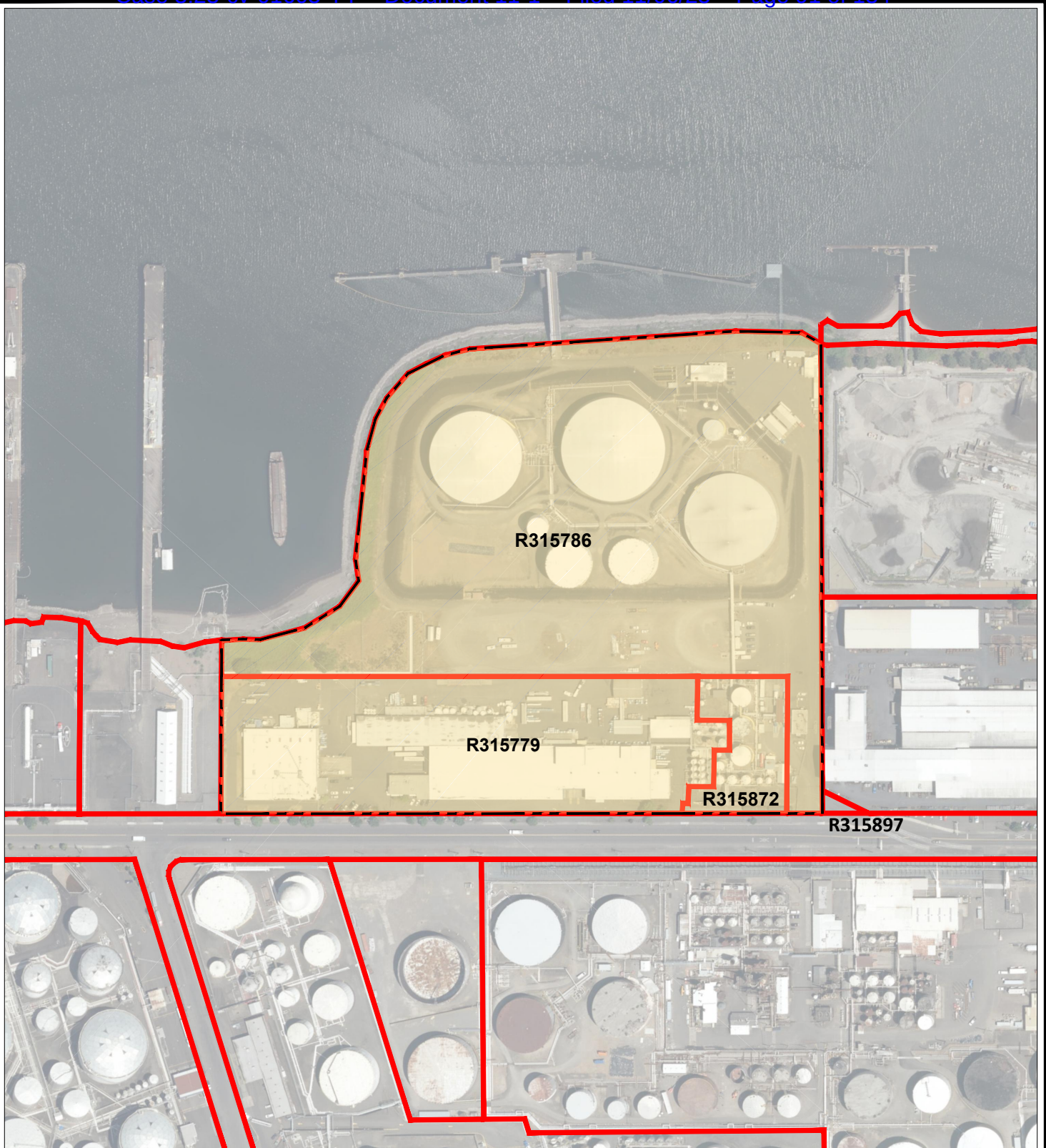


Appendix A – McCall Oil

The properties listed below are identified for McCall Oil and Chemical Corporation, McCall Oil Real Estate Company LLC, Morec Front LLC, GWC Properties, LLC, GWC Front, LLC, and Tanker Basin LLC, for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.



<b>Site ID number</b>	<b>Street Address</b>	<b>Assessor's Parcel Number</b>	<b>Alt Account Number</b>	<b>Notes</b>
136	5480 NW FRONT AVE	R315786	R941180260	See Figure 1
136	5540-5740 NW FRONT AVE	R315779	R941180170	See Figure 1
136	5700 NW FRONT AVE	R315872	R941190960	See Figure 1
136	5480 NW FRONT AVE	R315897	R941191270	See Figure 1

20210715.16103722 G:\My Drive\Clients\PEI\5480 NW Front - Portland\2021-07\Figures 01 - xx - MCO PSF.dwg



Source: Tax District and Map Image Viewer <http://multco.maps.arcgis.com>

**LEGEND:**

-  Approximate Parcel Boundary
-  Approximate Property Boundary

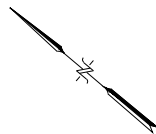


Figure 1

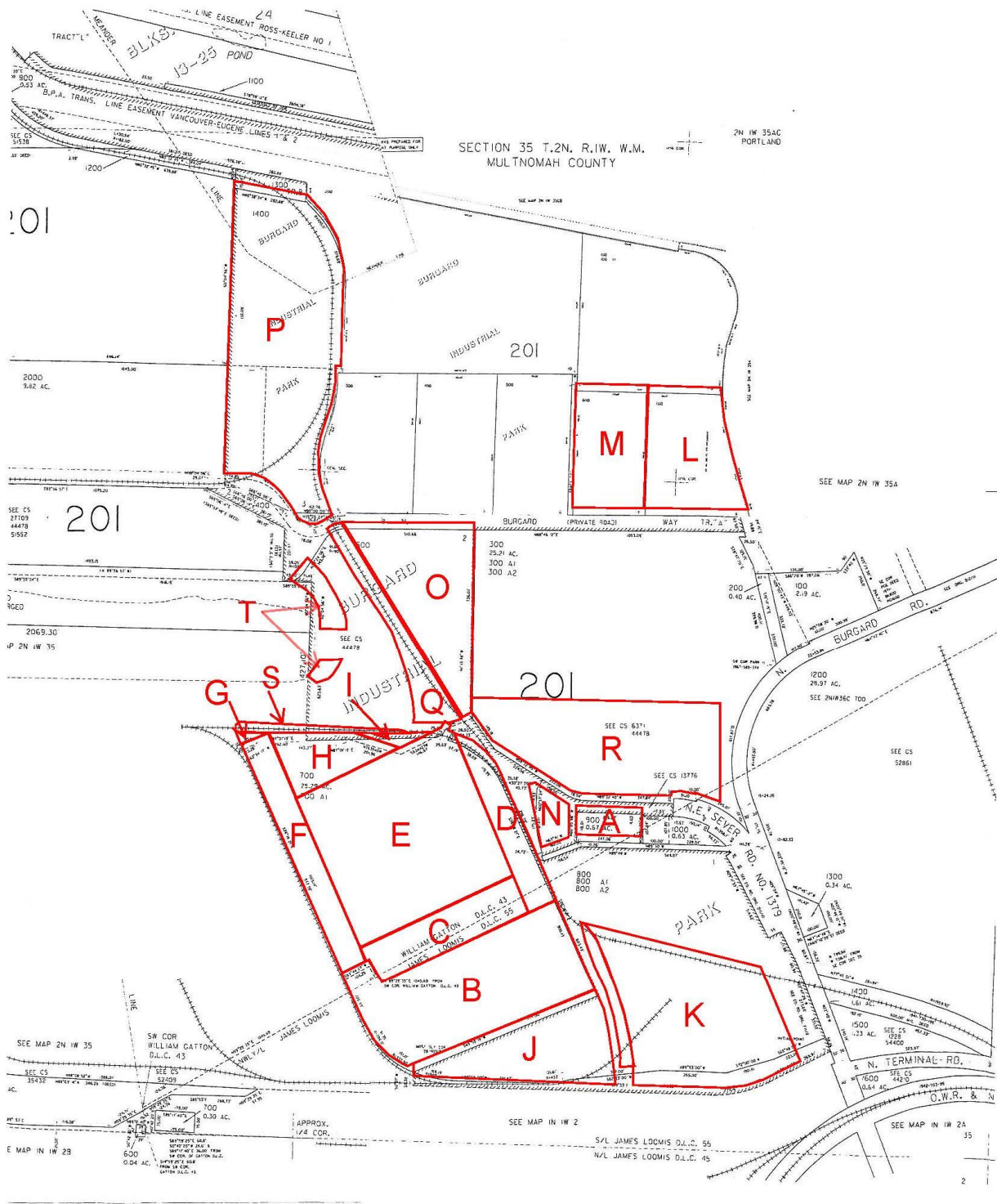
**PARCEL MAP  
McCALL OIL AND  
CHEMICAL CORPORATION  
PORTLAND, OREGON**



Appendix A – Northwest Pipe Company

The properties listed below are identified for NORTHWEST PIPE COMPANY fka NORTHWEST PIPE & CASING COMPANY and NORTHWEST PIPE AND CASING COMPANY (“NW Pipe”) for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

Street Address	County Tax Parcel ID	Notes
12005 N Burgard Rd	Alt. Acct Nos. R971350469; R971350460	Main Site ID Nos. are 62 and #607 See attached map – Areas B through I
9040 N. Burgard Way	Alt. Account No. R971350740	See attached map – Area R
12005 N Burgard Rd	Alt. Account No. R971350340	Main Site ID Nos. are 62 and #607 See attached map – Area A
12005 N Burgard Rd	Assoc. w/ Alt. Acct. No. R118300100	See attached map – Area K
12005 N Burgard Rd	Assoc. w/ Alt. Acct. No. R118300800	See attached map – Area L
12005 N Burgard Rd	Assoc. w/ Alt. Acct. No. R118300700	See attached map – Area M
12005 N Burgard Rd	Assoc. w/ Alt. Acct No. R118300100	See attached map – Area N
12005 N Burgard Rd	Assoc. w/ Alt. Acct No. R118300200	See attached map – Area O
12005 N Burgard Rd	Assoc. w/ Alt. Acct No. R118300300	See attached map – Area P
12005 N Burgard Rd	Assoc. w/ Alt. Acct No. R118300200	See attached map – Area Q
12005 N Burgard Rd	Assoc. w/ Alt. Acct No. R118300100	See attached map – Far west portion of Area K
12005 N Burgard Rd	Assoc. w/ Alt. Acct No. R118300100	See attached map – Area J
12005 N Burgard Rd	Assoc. w/ Alt. Acct No. R971350710 and R118300200	See attached map – Area S
12005 N Burgard Rd	Assoc. w/ Alt. Acct No. R118300200	See attached map – Area T
9125 N Time Oil Rd	Assoc. w/ Alt. Acct Nos. R118300700, R118300800	See attached map –Portion of southern Areas M and L



**Appendix A: Property of Portland General Electric Company (PGE) and identified spills or releases**

This Appendix A, including Exhibits A-1, A-2 and A-3, contains the descriptions of real and personal property and identified spills and releases and is intended to comprehensively describe all such property and spills or releases included within Appendix A and subject to the Consent Decree through the date of entry of the Consent Decree. PGE's distribution network is found throughout the PGE Distribution Network Area Boundary as delineated by the line on the maps provided in Exhibits A-1 and A-2. The distribution network includes but is not limited to poles, towers, transmission and distribution lines, substations, submerged or underground cables and lines, transformers, capacitors, switches, reclosers and vaults, that together distribute or have distributed power to PGE customers. PGE constructed, installed, or acquired the various portions of the distribution network at various times including portions acquired, constructed, and installed by PGE predecessor companies prior to 1930 and by PGE after 1930; and portions acquired from Pacific Power & Light in a territory swap.

**Part 1: PGE Current and Historically-Owned or Operated Properties**

The following properties and facilities are currently or previously owned or operated by PGE and are included within Appendix A and subject to the Consent Decree. The properties specified include all facilities, equipment and service areas located within the properties, including but not limited to, any poles, towers, transmission and distribution lines, substations, submerged or underground cables and lines, transformers, capacitors, switches, reclosers and vaults, at these locations, that together distribute power to PGE customers.

<u>Property Description</u> <sup>1</sup>	<u>Portland Harbor Trustee Designated Site ID</u>	<u>Address</u>	<u>Property ID</u>	<u>State ID</u>	<u>Multnomah County Alternate Tax No.</u>
Harborton Property and Substation	45	12500 NW Marina Way And near 12430 NW St. Helens Rd.	R325467	2N1W3400100	R971340100
			R325472	2N1W3400300	R971340180
			R325470	2N1W3401000	R971340160
			R504043	2N1W3400800	R971340410
			R325468	2N1W3401100	R971340130
			R325474	2N1W3401800	R971340200
Rivergate Substation and adjacent historic property	47	8920 N. Time Oil Rd. 8849 N. Burgard Way 12299 N. Burgard Rd.	R325485	2N1W35B01700	R971350100
			R325504	2N1W35A00800	R971350480
			R325526	2N1W35D00200	R971350730
			R325506	2N1W35A00900	R971350520
			R325530	2N1W35D00100	R971350750
Wacker Substation	125	7200 NW Front Ave.	R324183	1N1W1301200	R961130010
			R324219	1N1W13A00100	R961130480

<sup>1</sup> Properties are described by name, address and other identifying information, if available. Property addresses, lot lines, IDs and tax numbers may have changed over time. Property ID, State ID and Alternate Tax Numbers are provided if associated with the property.

Crawford St. Corporation Site (historic property (v))	126	8524 N. Crawford St.	R263881 R263877 R263876 R263878 R263880 R263874 R263875	1N1W12BD05500 1N1W12BD05900 1N1W12BD05800 1N1W12BD05700 1N1W12BD05600 1N1W12CA00200 1N1W12CA00300	R739101320 R739100920 R739100840 R739101000 R739101160 R739100250 R739100380
Pennwalt Substation (historical ownership)	131	6400 NW Front Ave.	R553604 R553602 R553603 R553605 R553606 R553814 R531501	1N1W1300204 1N1W1300207 1N1W1300203 1N1W1300205 1N1W1300206 1N1W1300202 1N1W1300201	R617400100 R617400010 R617400050 R617400150 R617400200 R961130590 R961130580
Willbridge Substation	148	6215 NW St. Helens Rd. 6333 NW St. Helens Rd. 6411 NW 64 <sup>th</sup> Ave.	R702526 R308300 R308301 R308311 R308310 R308302 R308291 R308303 R308292 R308299 R308295 R308297 R308294	1N1W13DB01401 1N1W13DB02200 1N1W13DB02300 1N1W13DB01900 1N1W13DB01800 1N1W13DB02400 1N1W13DB02500 1N1W13DB03200 1N1W13DB02600 1N1W13DB03100 1N1W13DC01500 1N1W13DB02900 1N1W13DB02700	R64991 R915502150 R915502250 R915502750 R915502710 R915502300 R915501800 R915502310 R915501830 R915502130 R915501890 R915502010 R915501870
Station N (historical ownership)	155	5828 N. Van Houten Pl.	R315775 R248488	1N1E1800100 1N1E1800300	R941180100 R669907720
Zidell/Emery (historic property (ix))	181	4950, 5034, and 5200 NW Front	R315893 R238223 R315838 R238220 R238218	1N1E19A00100 1N1E19A00900 1N1E19A01500 1N1E19A01100 1N1E19A01000	R941191230 R649741630 R941190540 R649741620 R649741610
Yeon Property (historical ownership)	193	Near 4400 Block NW St. Helens Rd. southwest of junction of NW Yeon Ave. and NW St. Helens Rd.	R315857 R315880	1N1E19CA00100 1N1E19CA00200	R941190770 R941191080

Station E (historical ownership)	220, 221, 229	2700 NW Front Ave. 2635 NW Front Ave. 2101 NW Reed St.	R316362 R316311 R269766 R269767 R269763 R269760 R269761 R269762	1N1E28B00600 1N1E28B00800 1N1E28BD00500 1N1E28BD00400 1N1E28CA03100 1N1E28CA03200 1N1E28CA03400 1N1E28CA03500	R941280900 R941280300 R766003080 R766003120 R766002840 R766002720 R766002750 R766002800
Swan Island Substation	250	5500 N. Basin Rd.	R315598	1N1E16CC01900	R941160200
De Wolf Properties LLC (historical ownership)	289	2303 N. Randolph Ave.	R102681	1N1E27CB01500	R009616580
Summit Properties (historic property (xii))	305	1462 NW Front Ave. (NW Naito Pkwy)	R298548	1N1E27CC00200	R883803120
Longview City Laundry (historic property (vi))	481, 528, 585	2801 NW Nela St. 2817 NW Nela St. 2950 NW 29 <sup>th</sup> Ave. 2900 NW 29 <sup>th</sup> Ave.	R316473 R316451 R316449 R316444 R316515	1N1E29AC00300 1N1E29AC00400 1N1E29AC00200 1N1E29AC00100 1N1E29AD01000	R941291260 R941291110 R941291090 R941291040 R941291830
Williams Cindy (historical ownership)	620	3660 NW Front Ave. 3628 NW Front Ave.	R315957 R315944	1N1E20DD00300 1N1E20DD00100	R941201040 R941200870
Linnton Substation (historical ownership)	629	Intersection of NW Hoge Ave. and NW St. Helens Rd.	Unknown	Unknown	Unknown
Hawthorne Shop (historic ownership)		1510 SE Water Ave.	R275770 R275768 R275769 R275767	1S1E03DA1300 1S1E03DA1100 1S1E03DA01000 1S1E03DA01200	R794001000 R794000920 R794000990 R794000900
Station L (historic ownership)		1945 SE Water Ave. 1701 SE Water Ave. 211 SE Caruthers St.	R504993 R326765 R326764 R326759 R326766 R326758 R490515	1S1E03D00101 1S1E03D00100 1S1E03D00200 1S1E03D00500 1S1E03D00400 1S1E03D00300 1S1E03D00301	R991030800 R991030760 R991030750 R991030700 R991030770 R991030690 R991030790



		2015 SW Water Ave. 2201 SE 2 <sup>nd</sup> Pl.	R247366 R247367 R247368 R247369 R657640 R657638 R657639	1S1E03DD00600 1S1E03DD00500 1S1E03DD00200 1S1E03DD00300 1S1E03DD00301 1S1E03DD00202 1S1E03DD00203	R668200050 R668200100 R668200150 R668200200 R668200210 R668200170 R668200180
Fulton Substation (historic ownership)		0540 SW Nevada St. (540 S. Nevada St.)	R590739 R582379	1S1E22BD80000 1S1E22BD00101	R521900010 R649862490 (historic boundary does not correspond exactly to modern tax lot)
Jefferson Substation (historic ownership)		1236 SW 1 <sup>st</sup> Ave.	R681278	1S1E03BD03500	R667701394
Riverview Substation and adjacent historic property		Near 600 SW Taylors Ferry Rd. and 7606 SW Fulton Park Blvd.	R330295 R330286 R167136 R330318	1S1E22BD05300 1S1E22BD05400 1S1E22BD05700 1S1E22BD05500	R991220330 R991220190 R300405510 R991220590
Rose City Core Building		3100 NW Industrial St.	R174627	1N1E29CA00600	R347600340
Stephens Substation		1830 SE Water Ave.	R326733	1S1E03DA04400	R991030210
World Trade Center		121 SW Salmon St. 25 SW Salmon St. 26 SW Salmon St.	R245931 R245917 R245918	1S1E03BA02100 1S1E03BA00200 1S1E03BD00200	R667702030 R667700830 R667700970
Marquam Substation		2521 S. Water Ave	R128841	1S1E10BA05000	R140905240
Historic Property (ii)		2611 SE 4 <sup>th</sup> Ave.	R197256	1S1E10AA00600	R448700650
Historic Property (iii)		101 through 119 SW Main and 1031 through 1037 SW 1 <sup>st</sup> Ave.	R245930	1S1E03BD00300	R667701850

Historic Property (vii)	189, 205	3710 NW Front 3657 NW Front	R315900 R315954	1N1E20DD00200 1N1E20DD00400	R941200060 R941200980
Historic Property (viii)		7560 and 7568 SW La View Dr. (7560 and 7568 S. La View Dr.)	R166807 R167128	1S1E22BD06100 1S1E22BD06000	R300100540 R300405390
Historic Property (x)		Near SW Montgomery St. and SW Water Ave	Unknown	Unknown	R77750310
Historic Property (xi)		Northeast Corner of SW 1 <sup>st</sup> and SW Alder St.	R245899	1S1E03BA01000	R667700010
Historic Property (xiii)	289	Near N. Loring and N. Randolph 2303 N. Randolph	R102681	1N1E27CB01500	R009616580
Historic Property (xiv)		Near SE Main and SE Water St.	R676298	1S1E03AD03603	R649672090
Historic Property (xv)		Between SW 1 <sup>st</sup> Ave. and 2 <sup>nd</sup> on SW Ash St.	R246026 R246021 R246025	1N1E34CD01800 1N1E34DC02400 1N1E34CD01900	R667704300 R667704220 R667704280
Historic Property (xvi)		SW Macadam, Fulton District, Near SW Miles Pl.	R330343	1S1E22AC04800	R991220920

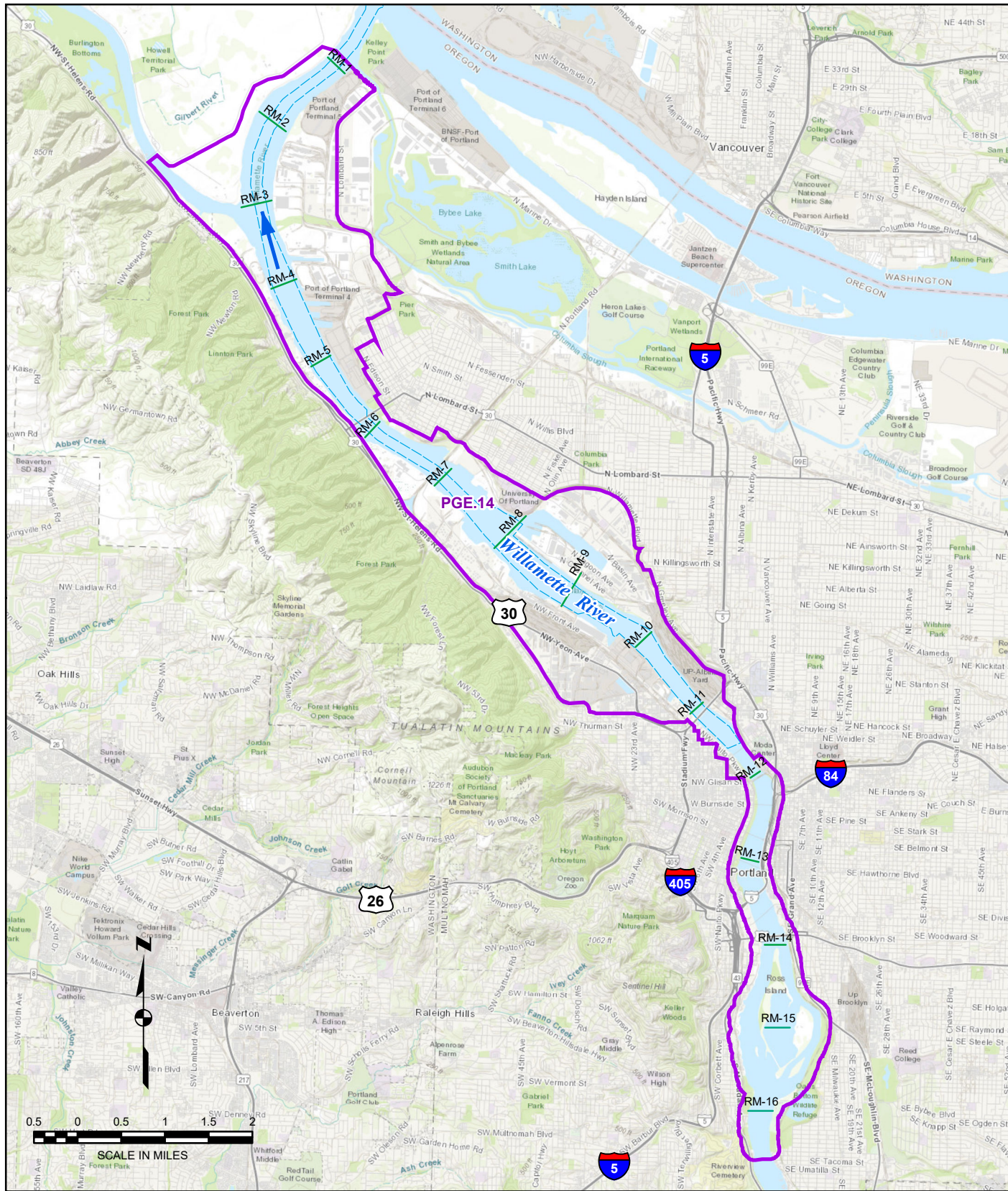
## Part II: Map of Portland General Electric Company Distribution Network

In addition to the real properties specified in Part I of this Appendix A where PGE distribution network equipment and property may be or was historically located on properties currently or formerly owned or operated by PGE, maps of the distribution transformers (network, overhead, and underground), cable crossings, and PGE current and historical properties within the PGE Distribution Network Area Boundary that were used in estimating PGE's natural resource damage allocation are provided as Exhibits A-1 and A-2 to this Appendix A. The equipment indicated in Exhibit A-2, and all poles, towers, transmission and distribution lines, submerged or underground cables and lines, transformers, capacitors, switches, reclosers, vaults and other PGE equipment located within the PGE Distribution Network Area Boundary indicated on the map in Exhibit A-1 but not specifically indicated in Exhibit A-2, are included within this Appendix A and subject to the Consent Decree. This Appendix A includes all releases of hazardous substances or pollutants from that equipment or activities associated with that equipment (including

but not limited to: installation, use, maintenance, and replacement or removal of equipment; spill response; and periodic removal of water accumulated in vaults).

**Part III: Activities and releases**

In addition to releases of hazardous substances or pollutants from real properties specified in Part I of this Appendix A, and from the distribution network transformers and other equipment identified in Part II of this Appendix A, Part III of this Appendix A is a table of spills and releases covering the period between July 1979 and September 2020 from PGE's distribution network, submerged cables and miscellaneous activities, described as "PGE Total Distribution Network Equipment and Related Spills and Releases within the PGE Distribution Network Area Boundary" in Exhibit A-3 to this Appendix A. In addition to the spills identified in Exhibit A-3, this Appendix A and the Consent Decree also includes releases of hazardous substances or discharges of pollutants from spills prior to July 1979 within the PGE Distribution Network Area Boundary shown in Exhibit A-1.



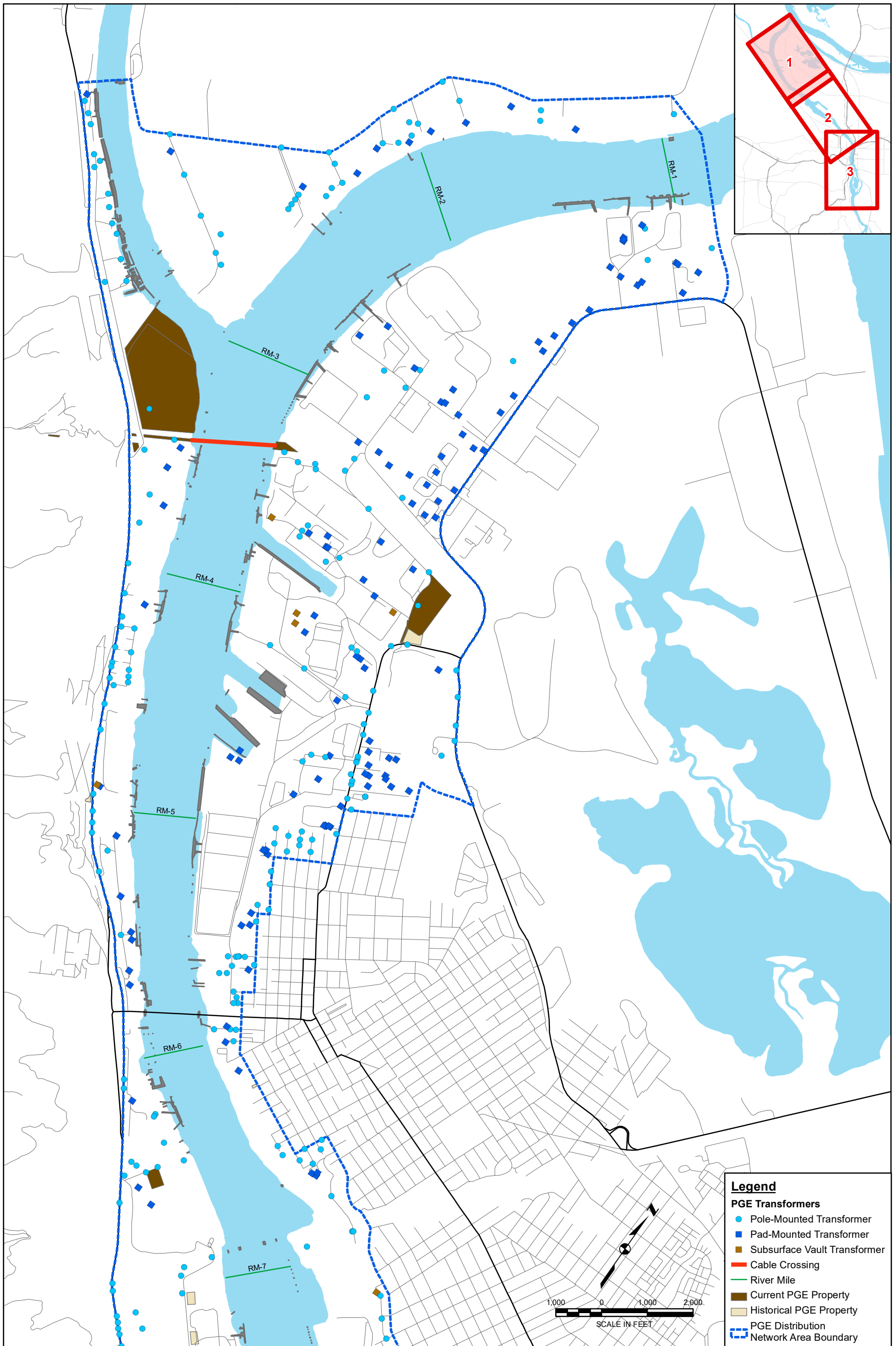
Sources: ESRI 2019 – ArcGIS Data Basemaps.pdf; AEGIS 2020 – DC736 FFIDs.pdf; APGIS 2019 – DC1019 Willamette Navigation.pdf.

- Legend**
- River Flow Direction
  - River Mile
  - PGE Distribution Network Area Boundary
  - Navigation Channel

**Exhibit A-1**

PGE DISTRIBUTION NETWORK AREA BOUNDARY PORTLAND, OREGON

JUNE 2022



Sources: PGE0163453 (RLIS Data, 06/28/2019); River Miles Lines, 2011 (DC 47);  
 Willamette River Navigation Channel, 5/15/2019 (DC 1019);  
 TPA RM10W Expert Report at Appendix 1 (Table A1);  
 PGE0247893 (Portland Transformer Inventory, 03/2020);

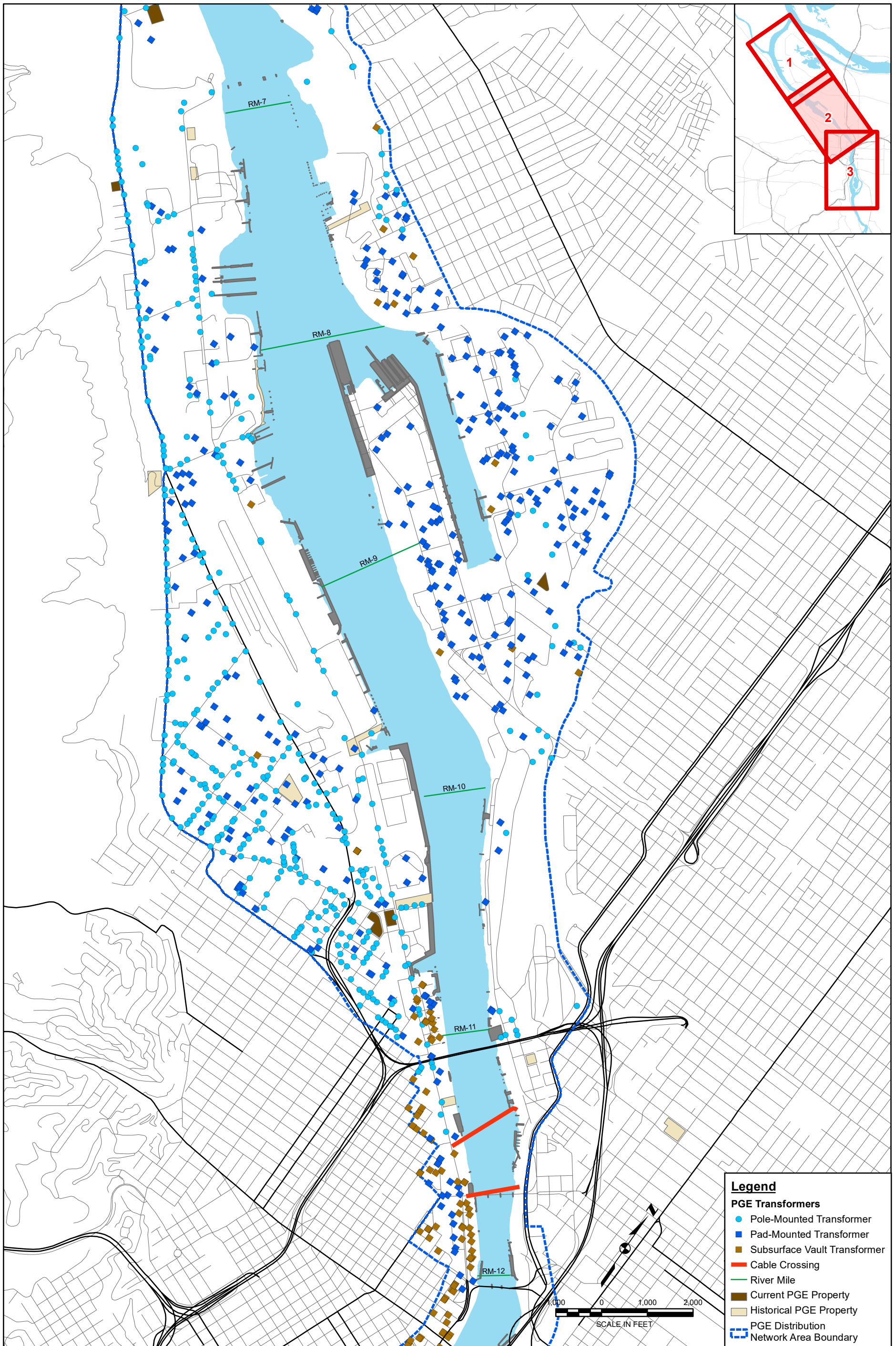
**Legend**

- PGE Transformers**
- Pole-Mounted Transformer
  - Pad-Mounted Transformer
  - Subsurface Vault Transformer
  - Cable Crossing
  - River Mile
  - Current PGE Property
  - Historical PGE Property
  - PGE Distribution
  - Network Area Boundary

**Exhibit A-2**

PGE TRANSFORMERS,  
 EQUIPMENT AND PROPERTIES  
 PORTLAND, OREGON

JUNE 2022



Sources: PGE0163453 (RLIS Data, 06/28/2019); River Miles Lines, 2011 (DC 47);  
 Willamette River Navigation Channel, 5/15/2019 (DC 1019);  
 TPA RM10W Expert Report at Appendix 1 (Table A1);  
 PGE0247893 (Portland Transformer Inventory, 03/2020);

**Legend**

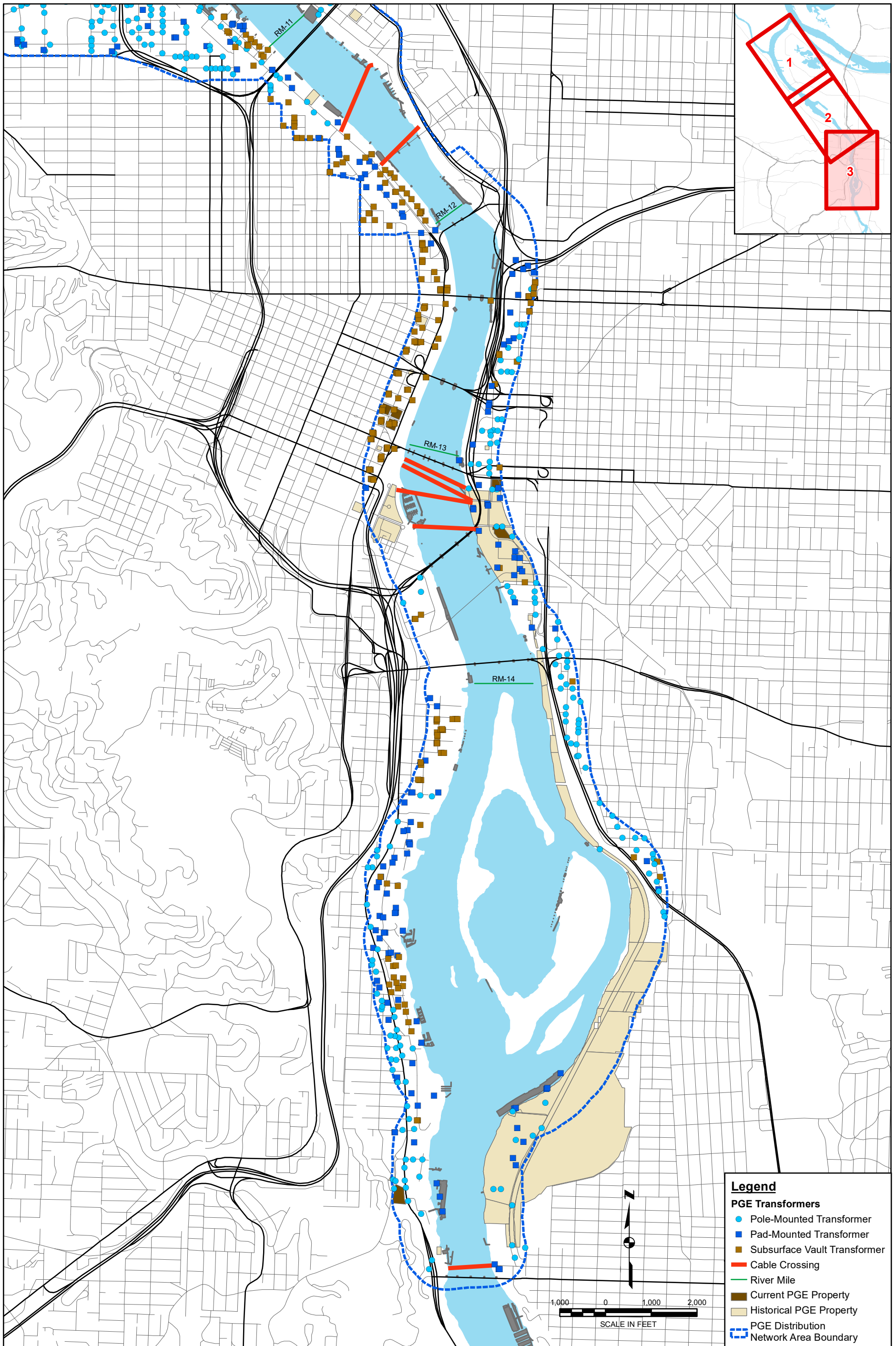
**PGE Transformers**

- Pole-Mounted Transformer
- Pad-Mounted Transformer
- Subsurface Vault Transformer
- Cable Crossing
- River Mile
- Current PGE Property
- Historical PGE Property
- PGE Distribution
- Network Area Boundary

**Exhibit A-2**

PGE TRANSFORMERS,  
 EQUIPMENT AND PROPERTIES  
 PORTLAND, OREGON

JUNE 2022



Sources: PGE0163453 (RLIS Data, 06/28/2019); River Miles Lines, 2011 (DC 47);  
 Willamette River Navigation Channel, 5/15/2019 (DC 1019);  
 TPA RM10W Expert Report at Appendix 1 (Table A1);  
 PGE0247893 (Portland Transformer Inventory, 03/2020);

**Exhibit A-2**

PGE TRANSFORMERS,  
 EQUIPMENT AND PROPERTIES  
 PORTLAND, OREGON

JUNE 2022

Exhibit A-3: PGE Total Distribution Network Equipment and Related Spills and Releases within the PGE Distribution Network Area Boundary 1979–September 2020

Spill Date	Street Address	Spill Equipment Type	Quantity Spilled (gallons) <sup>1</sup>	PCB Content of Spill (ppm) <sup>2</sup>	Spill Description	Overwater Spill	Oil Entered Storm Drain	PCB Content Unknown, Non-PCB, or < 50 ppm	Quantity Spilled Unknown
1979-07-06	Linnton Plywood	Transformer	0.25		A transformer located on a piling 100 feet into the Willamette River cracked and leaked into the river. PGE called Western Environmental Services to clean up the spill and no oil was found on the water. PGE subsequently relocated the transformer bank to land.	Yes	No	Yes	No
1984-04-10	NW 109th & St. Helens Road	Transformer	35	53	A public vehicle hit a power pole causing a pole-mount transformer to spill its contents into the street and most of the oil entered the combined storm/sanitary drain.	No	Yes	No	No
1985-10-04	NW 25th and Nicolai St	Transformer	0.125	Non-PCB	A non-PCB transformer spilled 1 pint of its contents.	No	No	Yes	No
1985-11-25	Basin St. on Swan Island	Transformer	10	18	A transformer spilled oil but it did not flow to any storm drains.	No	No	No	No
1986-03-04	Near 200 SE Spokane (Sellwood Moorage)	Transformer	5	5	During flooding, 19 houseboats broke from their moorage. Top bushings on transformers located on the dock ruptured and leaked into the river.	Yes	No	No	No
1986-03-15	3245 N Willamette Blvd	Transformer	20	40	A public vehicle hit a power pole causing a pole-mount transformer to spill its contents. All oil went into the storm drain.	No	Yes	No	No
1986-05-05	3300 NW Yeon	Transformer	1	Non-PCB	A non-PCB pad-mount transformer leaked at Schnitzer Steel.	No	No	Yes	No
1986-05-06	12005 N Burgard	Transformer	1	Non-PCB	A non-PCB pad-mount transformer leaked at Palmco Oil.	No	No	Yes	No
1986-06-12	8200 SW Macadam	Transformer	5	26	A pole-mount transformer spilled oil onto the sidewalk.	No	No	No	No
1986-06-26	NW Yeon E of Expressway	Other - Truck	15	Non-PCB	A PGE line truck spilled hydraulic oil on new sub-grade.	No	No	No	No
1986-07-23	2000 NW Wilson	Transformer	1	11	A 300 kVa pad-mount transformer leaked.	No	No	No	No
1986-08-09	120 SW Columbia St.	Capacitor	1	Non-PCB	A non-PCB capacitor spilled oil.	No	No	No	No
1986-08-21	2 blocks south of NW 26th and Yeon	Other - Truck	3	Non-PCB	A PGE line truck spilled hydraulic oil onto public property.	No	No	No	No
1986-09-04	3059 NW Yeon	Other - Truck	5	Non-PCB	A PGE bucket truck spilled hydraulic oil onto the roof and exterior wall of a Goodyear Rubber building.	No	No	No	No
1987-04-14	SW Macadam N of Sellwood Bridge	Other - Truck	3	Non-PCB	A PGE line truck spilled hydraulic oil onto public roadway.	No	No	No	No
1987-06-04	NW 30th Ave and St. Helens Road	Other - Truck	4	Non-PCB	A PGE line truck spilled hydraulic oil onto a private driveway.	No	No	No	No
1987-06-24	4900 SW Landing Dr	Transformer	1	<1	A pad-mount transformer spilled oil onto soil and pad.	No	No	No	No
1988-08-05	2335 NW 29th	Transformer	0.125	12	A transformer spilled onto public street.	No	No	No	No
1988-12-02	5400 N Basin	Transformer	20	30	A pole-mount transformer leaked from a bullet hole onto gravel and a private vehicle below.	No	No	No	No
1989-01-19	12005 North Burgard	Transformer (3)	20	<1	A truck hit a pole causing three pole-mount transformers to spill oil onto the street. Lab analysis of oil reported as less than 1 ppm PCBs.	No	No	No	No
1989-05-16	4705 NW Front	Transformer	0.25	Non-detect	A transformer spilled oil onto asphalt. Lab analysis of oil did not detect PCBs.	No	No	No	No
1990-04-24	5949 N Basin	Transformer	75	Non-detect	A transformer malfunctioned and sprayed oil over the surrounding area. Some oil was transported to a drain to pump station and then to treatment plant; not the Willamette River. Lab analysis of oil did not detect PCBs.	No	Yes; not river	No	No



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1990-06-05	3325 NW Yeon	Transformer	2	5	A pole-mount transformer spilled onto the street, a private vehicle, and one person. A pole fire occurred.	No	No	No	No
1990-08-27	5617 N Basin	Transformer	10	10	A pad-mount transformer spilled at Island Leasing Corp.	No	No	No	No
1990-10-24	Swan Island north of Kittridge/Leverma	Capacitor bank	3	Non-PCB	Multiple pole-mount non-PCB capacitors leaked oil onto vegetation.	No	No	No	No
1990-11-24	2727 NW 29th	Capacitor	2	Non-PCB	Non-PCB capacitor spilled oil onto asphalt and caught on fire.	No	No	No	No
1991-01-30	4927 NW Front	Transformer	1	<1	A transformer was dripping oil onto asphalt and soil. Sticker indicated PCB content of less than 1 ppm.	No	No	No	No
1991-04-24	110 SE Caruthers	Transformer	2	36	A pole-mount transformer leaked oil onto pole, soil, and vegetation.	No	No	No	No
1991-07-23	290 SE Spokane	Transformer	5	<50	A pad-mount transformer leaked oil onto pad and vegetation.	No	No	Yes	No
1991-10-23	9300 N Columbia	Capacitor	2	Non-PCB	Non-PCB pole-mount capacitor spilled oil.	No	No	No	No
1991-10-31	SE Madison and Water	Transformer	14	15	A transformer leaked oil onto asphalt and two private vehicles.	No	No	No	No
1992-06-23	3232 NW Industrial	Transformer (3)	10	Non-detect	Three transformers spilled onto soil/bark dust and asphalt. Lab analysis of oil did not detect PCBs.	No	No	No	No
1992-07-30	Water Ave and Belmont	Other - Truck	4	Non-PCB	A PGE line truck spilled hydraulic oil onto the asphalt of a public street.	No	No	No	No
1992-12-17	7540 NW St. Helens	Other - Unknown	22	Non-PCB	A hydraulic spill from an unknown source contaminated 4,000 square feet of water, soil, and asphalt.	No	No	No	No
1993-02-26	2181 NW Nicolai	Transformer	2	<1	One transformer spilled oil onto soil and gravel. Sticker indicated PCB content of less than 1 ppm.	No	No	No	No
1993-02-26	2181 NW Nicolai	Transformer	3	<1	One transformer spilled oil onto soil and gravel. Sticker indicated PCB content of less than 1 ppm.	No	No	No	No
1993-06-11	SW Madison and SW 2nd	Transformer	5	5	PGE crews cleaned up oil.	No	Yes	No	No
1993-08-11	NW 6th and Johnson St	Other - Vault cable	0.0625	Non-PCB	Spill was contained in vault (V18), no cleanup required. Paper insulated lead covered (PILC) cable paper is saturated with oil, which may or may not contain PCBs.	No	No	Yes	No
1993-09-03	2900 NW 29th Ave	Transformer	0.03125	3	A pole-mount transformer leaked oil on the sidewalk and a car.	No	No	No	No
1993-10-12	3900 NW Yeon	Transformer	2	38	A pole-mount transformer malfunctioned and spilled oil onto asphalt, sidewalk, and railroad tracks. Oil entered a storm drain.	No	Yes	No	No
1994-02-14	SE Caruthers and 3rd Ave	Transformer	5	<1	A pole-mount transformer leaked oil onto asphalt and private vehicles. Lab analysis of oil reported as less than 1 ppm PCBs.	No	No	No	No
1994-07-06	3003 NW 35th	Transformer	4	9	A transformer spilled oil onto cement.	No	No	No	No
1994-07-12	NW 31st and Luzon	Transformer	0.1	48	A pole-mount transformer spilled oil onto asphalt.	No	No	No	No
1994-07-14	0225 SW Montgomery	Other - Vault cable	0.25	Non-PCB	A cable-splice released a tar-like substance into a vault.	No	No	No	No
1994-12-13	3 Spans South of N Ensign	Other - Equipment	2	Non-PCB	A PGE hole digger spilled hydraulic oil onto soil.	No	No	No	No
1994-12-21	E of Ensign Street at Swan Island	Other - Truck	20	Non-PCB	A PGE boom truck spilled hydraulic oil onto soil at railroad tracks and puddle of water.	No	No	No	No

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1995-04-08	N Columbia and N Burgard	Transformer (4)	10	43	A vehicle hit a transformer pole causing it to break and then bring down three other poles. Four transformers ruptured and spilled oil onto asphalt and soil. About 10 gallons flowed into a storm drain and then to a pond. About 25 gallons spilled to the street. Lab analysis of oil in one transformer (15 kVA #3733) had 43 ppm PCBs and the oil other three transformers did not detect PCBs.	No	Yes; not river	No	No
1995-08-06	NW 21 Ave and Wilson	Other - Truck	10	Non-PCB	A PGE line truck spilled hydraulic oil onto asphalt and into storm drain.	No	No	No	No
1995-08-23	3200 NW Yeon	Transformer	1	--	A transformer leaked oil onto its concrete pad. PCB content is unknown.	No	No	Yes	No
1995-09-27	4315 SE McLoughlin Blvd at railroad tracks	Other - Oil	20	Non-PCB	Hydraulic oil spilled onto soil.	No	No	No	No
1995-11-01	3200 SE McLoughlin	Transformer	0.125	<1	A transformer leaked oil on soil. Sticker indicated PCB content of less than 1 ppm.	No	No	No	No
1996-02-01	3055 NW 29th Ave	Transformer	0.0625	22	A transformer spilled oil onto soil, asphalt, bushes, and seven vehicles.	No	No	No	No
1996-02-16	NW 9th and Front	Other - Train	20	Non-PCB	Non-PGE spill. Diesel fuel spilled from train and migrated into a PGE vault.	No	No	No	No
1996-04-30	1626 SE Water	Transformer	1	15	A pad-mount transformer spilled oil onto sand.	No	No	No	No
1996-05-03	3930 NW Yeon	Transformer	0.004	15	A transformer spilled oil onto soil.	No	No	No	No
1996-05-24	3319 NW Yeon	Transformer	2.5	<1	A pole-mount transformer spilled oil onto asphalt and ivy. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
1996-07-01	3250 NW St Helens Rd	Transformer	15	<1	While filling a transformer with oil, oil overflowed and spilled onto asphalt. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
1996-07-23	7521 N Edgewater	Transformer	0.125	<1	No description is available.	No	No	No	No
1996-07-26	2000 NW Wilson	Transformer	1.5	14	A transformer spilled oil onto soil and concrete pad.	No	No	No	No
1996-08-01	1212 NW 9th Ave	Other - Unknown	1.5	Non-PCB	No description is available.	No	No	No	No
1997-04-14	HWY 30 and Marina Way	Capacitor	0.25	Non-PCB	Capacitor malfunctioned and vegetation was impacted by release. Lab analysis of oil did not detect PCBs.	No	No	No	No
1997-12-01	5400 N Basin	Transformer	3	<1	A transformer spilled oil onto asphalt. Sticker on transformer and lab analysis indicated PCBs of less than 1 ppm.	No	No	No	No
1998-01-09	2279 NW Front	Other - Diesel	--	Non-PCB	Diesel spilled to soil from an unknown source.	No	No	No	Yes
1998-02-27	6941 N Roberts	Transformer	5	260	A transformer spilled oil onto soil, asphalt, and ten vehicles.	No	No	No	No
1998-03-31	2603 SE Grand Ave	Transformer	2	<1	A pole-mount transformer malfunctioned and spilled oil onto the asphalt and sidewalk, and into a storm drain. Sticker indicated PCBs of less than 1 ppm.	No	Yes	No	No
1998-04-30	N Columbia Blvd. and Lombard	Other - Truck	14	Non-PCB	A PGE truck spilled hydraulic oil onto soil outside Rivergate Substation.	No	No	No	No
1999-02-19	10400 N Burgard Way	Transformer	1	7	A transformer spilled oil from its vault (V2736) onto soil and into a ditch.	No	No	No	No
1999-03-09	15540 N Lombard	Transformer	0.5	48	No description is available.	No	No	No	No

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1999-04-09	8435 N Crawford	Transformer	3	52	A pole-mount transformer spilled oil onto soil, cement, and truck parts.	No	No	No	No
1999-05-19	11080 NW St. Helens Rd	Transformer (2)	20	14	Traffic accident caused release of oil from two transformers.	No	Yes; Columbia River or Treatment Plant	No	No
1999-07-22	1225 SE Holgate Blvd	Transformer	30	Non-PCB	A transformer spilled oil onto asphalt, vegetation, and concrete.	No	No	Yes	No
1999-08-10	9420 NW St. Helens Rd	Other - Equipment	0.125	Non-PCB	Hydraulic oil spilled onto asphalt.	No	No	No	No
1999-10-04	5555 N Channel Ave	Transformer	0.125	<1	A pole-mount transformer spilled oil onto concrete and gravel. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
1999-12-14	600 NW Naito	Transformer (3)	21	No oil spill	A train derailment west of the Steel Bridge caused a fire at three transformers. The meter base burned but not the transformers. No spilled oil was observed by PGE.	No	No	No	No
1999-12-15	720 NW Front	Transformer	0.125	<1	A transformer leaked oil onto soil. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2000-03-16	10200 N Lombard	Transformer	0.5	48	No description is available.	No	No	No	No
2000-10-07	NW 1 Ave and Flanders	Transformer	0.5	<1	A transformer spilled on soil. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2000-12-04	NW 23 Pl and Nicolai	Other - Truck	20	Non-PCB	A PGE boom truck spilled hydraulic oil onto asphalt.	No	No	No	No
2001-12-11	SW Main St between 1 and 2 Ave	Transformer	0.0634	<1	A pole-mount transformer spilled oil onto asphalt and sidewalk. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2002-03-14	NW 17th and Thurman	Other - Truck	1	Non-PCB	A PGE line truck spilled hydraulic oil.	No	No	No	No
2002-05-07	2800 NW 29TH Ave	Transformer (6)	65	32	A Freightliner truck backed into a pole causing six transformers to spill onto asphalt and into a storm drain.	No	Yes	No	No
2003-05-04	5688 or 6688 NW St. Helens Road	Transformer (3)	2	<1	A tree fell and hit three transformers causing oil to spill onto asphalt, gravel, and vegetation. The oil was confined to the embankment and did not reach waterways.	No	No	No	No
2003-05-23	2701 NW Vaughn (Montgomery Park)	Transformer	3	5	A transformer released oil into a vault (V5523). PGE personnel cleaned up spill by surface cleaning and removing 1 yard of soil.	No	No	No	No
2003-07-28	3601 NW Yeon	Transformer	0.25	<1	A pole-mount transformer spilled oil onto soil, concrete, and cars. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2003-07-31	2344 NE 21 Place	Transformer	0.5	<1	A pole-mount transformer spilled oil onto asphalt and a car. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2003-09-02	2800 NW Front Ave	Transformer	--	<1	A transformer spilled oil onto gravel. Sticker indicated PCBs of less than 1 ppm.	No	No	No	Yes
2003-12-16	Greeley and Going (on the Hwy Ramp)	Transformer	20	<1	A pole-mount transformer spilled oil onto asphalt. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2004-01-14	1800 NW 16th Ave	Transformer	5	39	A pole-mount transformer malfunctioned leaking oil onto the asphalt and soil, and into a storm drain.	No	Yes	No	No

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2005-04-15	6936 Fathom Street	Other - Unknown	--	Non-PCB	NRC Environmental Services pumped out PGE's vault found to contain diesel and water. The "spill" refers to the fact that diesel was found in vault water, likely related to a leaking diesel UST that was removed on 4/26/2005. The 2,433 gallons of waste water was transported to Cascade General for disposal.	No	No	No	Yes
2005-08-30	NW 12th Ave & NW Overton St	Other - Paint	--	Non-PCB	No description is available.	No	No	No	No
2005-10-14	N Greeley and Going St	Other - Truck	2	Non-PCB	A PGE line truck spilled hydraulic oil onto asphalt, soil, and a line truck.	No	No	No	No
2007-01-12	Corner of McLoughlin & SE Long	Transformer	37	66	A transformer spilled oil onto soil.	No	No	No	No
2007-03-14	8424 N Crawford St	Transformer	1	<1	A pole-mount transformer spilled oil onto soil and concrete curb. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2007-07-04	5828 N Van Houten	Transformer (3)	30	<1	Vandals caused three pole-mount transformers to spill oil onto soil. Lab analysis indicated PCBs of less than 1 ppm.	No	No	No	No
2007-07-11	8970 N Bradford St	Transformer (3)	200	30	Vandals knocked three pole-mount transformers to the ground spilling oil onto asphalt, soil, and vegetation.	No	No	No	No
2007-12-01	202 SE Stark St	Transformer	1	<1	A vehicle-strike caused a pole-mount transformer to spill oil onto asphalt, soil, and cement. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2008-04-04	2017 NW Vaughn	Other - Equipment	15	Non-PCB	A hole digger spilled hydraulic oil onto asphalt. Heavy rains caused some of the oil (no PCBs) to flow into a storm drain.	No	No	No	No
2008-06-16	6707 N Basin	Transformer	336	<1	A transformer fire leaked oil into concrete vaults 33 and 32 (at Pad 47). Transformer oil was not released into the environment. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2008-08-27	2728 NW Nela St	Transformer (2)	2	24	Two transformers leaked oil onto asphalt and concrete. Lab analysis indicated PCB content of 11 ppm and 24 ppm.	No	No	No	No
2008-12-05	6635 N Baltimore Ave	Transformer	1	<1	A transformer leaked oil onto asphalt and soil. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2009-01-07	Behind 4750 N. Princeton	Other - Oil	--	Non-PCB	No description is available.	No	No	No	No
2009-06-17	SW 2nd & Madison	Other - Truck	10	Non-PCB	PGE line truck spilled hydraulic oil to asphalt.	No	No	No	No
2010-03-03	3340 NW St Helens	Transformer	1.5	Non-detect	A transformer fire leaked oil onto soil, asphalt and railroad track. Lab analysis of oil did not detect PCBs.	No	No	No	No
2010-06-02	Eastbound off ramp at Greeley and Going Ave	Transformer	2	<1	A fallen tree caused a pole-mount transformer to spill oil. Sticker indicated PCBs of less than 1 ppm.	No	No	No	No
2010-12-11	4555 North Channel	Transformer	1	128	PGE observed a small stain under a pad mount transformer during an equipment change out.	No	No	No	No

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2011-11-02	2515 NW Nicolai	Transformer	50	17	A public vehicle hit a power pole causing three pole-mount transformers to fall (Company numbers 1634, 1635, & 1636). Transformer company number 1636 did not spill oil. This record is for one transformer (Company number 1634) which spilled all of its contents onto asphalt and into filtered catch basin at Calbag Metals. PGE did not observe oil in the downgradient storm drain.	No	No	No	No
2011-11-02	2515 NW Nicolai	Transformer	25	13	A public vehicle hit a power pole causing three pole-mount transformers to fall (Company numbers 1634, 1635, & 1636). Transformer company number 1636 did not spill oil. This record is for one transformer (Company number 1635) which spilled half of its contents onto asphalt and into filtered catch basin at Calbag Metals. PGE did not observe oil in the downgradient storm drain.	No	No	No	No
2011-11-03	7540 NW St Helens Rd	Transformer	1	4	An equipment malfunction caused a pole-mount transformer to leak onto soil and gravel. PGE personnel cleaned up spill by removing 2 cubic feet of soil.	No	No	No	No
2012-07-24	2420 NW 31ST	Transformer	30	11	Transformer malfunction spilled oil to soil, gravel, and asphalt.	No	No	No	No
2013-01-14	4810 N Lagoon Ave	Transformer	5	<1	Vehicle hit and damaged pad-mount transformer. About 4 square feet of concrete was affected. The spill crew responded and cleanup was completed the same day. Less than 1 ppm.	No	No	No	No
2013-04-18	615 NW or SW Naito Pkwy	Transformer	0.125	<1	Release was confined to a concrete vault. Spill response completed cleanup the same day. Less than 1 ppm.	No	No	No	No
2013-04-29	5115 N Lagoon	Transformer	2	<1	Transformer malfunction caused a release to soil and asphalt. Approximately 20 square feet of soil and asphalt were affected. Complete cleanup had to wait until scheduled power down, on 5/11/2013. 3 cubic feet of soil removed, asphalt cleaned. Less than 1 ppm.	No	No	No	No
2013-05-29	6834 NW St Helens Rd	Transformer (3)	44	<1	Three pole-mount transformers were damaged by weather/tree fall, which resulted in a release to soil and asphalt. Lab analysis of oil did not detect PCBs.	No	No	No	No
2013-05-31	6834 NW St Helens (Hwy 30)	Transformer (3)	1	<1	Vegetation impacted by three pole-mount transformers damaged by weather/tree fall on 5/29/13.	No	No	No	No
2013-09-04	NW Saltzman Rd & Hwy 30	Transformer	3	Non-detect	Transformer malfunction caused oil spill that reached soil/gravel and asphalt, but not a storm drain. Lab analysis of oil did not detect PCBs.	No	No	No	No
2015-07-06	11080 NW St Helens Rd	Transformer (2)	25	<1	Approximately 300 sq. feet of asphalt was affected. Less than 1 ppm.	No	No	No	No
2015-08-07	7900 NW Yeon Ave	Transformer (2)	3	29	Vehicle hit pole during dry weather. Spill response completed cleanup the same day.	No	No	No	No
2015-08-22	11820 NW St Helens Rd	Transformer	1	<1	Less than 1 ppm.	No	No	No	No
2016-02-10	4800 NW Front Ave	Transformer	2	<1	Less than 1 ppm.	No	No	No	No
2018-06-17	6161 NW 61st	Transformer (3)	80	<1	A storm caused a pole to fall and two of three transformers spilled their contents onto asphalt and into a storm drain.	No	Yes	No	No
2018-07-12	9442 N Ramsey Blvd	Transformer	2	<1	Less than 1 ppm.	No	No	No	No
2019-02-15	3627 N. Anchor Street	Transformer	0	<1	Vehicle hit transformer pad and started a fire. Approximately 2 cubic feet of soot-impacted soil was removed.	No	No	No	No

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2019-05-24	12005 N. Burgard Way	Transformer (3)	80	<1	Transformer pole fell due to rotten wood, resulting in a fire and a release of 80 gallons of transformer oil from three pole-mounted transformers.	No	No	No	No
2020-01-12	Not provided	Regulator	110	<1	Electrical fault caused a regulator to rupture and release oil onto soil and gravel. Soil and gravel removal, soil sampling, and backfill was completed on 1/14/2020.	No	No	No	No
2020-02-26	9040 N Burgard Way	Transformer	5	<1	Car hit pole causing the attached transformer to spill oil into storm drains. Oil was cleaned and vacuumed from the impacted storm drains.	No	Yes	No	No
2020-05-31	4456 NW Yeon Ave	Transformer	1	<91	Transformer released approximately 1 gallon of oil containing < 91 ppm PCB (9/23/2016 oil sample).	No	No	Yes	No

Appendix A – Portland Terminal Railroad Company

The properties listed below are identified for Portland Terminal Railroad Company for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number (Tax Lot number) and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address. The attached map should be considered part of this Appendix A. The table and figure, combined, provide a comprehensive picture of the released properties.

Site ID No.	Street Address	County Tax Parcel ID	Assessor Property ID	State ID	Notes
<b>197</b>	3500 NW Yeon Ave.	R941190180	R315812	1N1E19A-01900	See attached map
		R941190170	R315811	1N1E19DA-00200	
		R941190010	R315800	1N1E19DA-00100	
		R941201230	R315980	1N1E20-01300	
		R941200040	R315899	1N1E20 -01400	
		R941201250	R315982	1N1E20 -01200	
		R941190580	R315841	1N1E19B-01300	
		R941190560	R315839	1N1E19A-02000	
		R941190040	R315801	1N1E19DA-00300	
		R941190600	R315843	1N1E19DA-00400	
		R941190610	R315844	1N1E19DA-00500	
		R941190590	R315842	1N1E19DA-00600	
		R941190570	R315840	1N1E19DA-00700	
		R941190660	R315847	1N1E19DA-00800	
		R941190670	R315848	1N1E19DA-00900	
		R941190830	R315861	1N1E19DA-01100	
		R941190350	R315820	1N1E19DA-01000	
R941290680	R316412	1N1E29AA-01700			
R941290730	R316419	1N1E29AA-01300			
R941292130	R316531	1N1E29AA-01800			
<b>306A</b>	1111 NW Naito Parkway *NW Naito Parkway	R649812740 R649812730	R508395 R508394	1N1E34BB -00502 1N1E34BD -00805	See attached map
<b>306B</b>	901 NW Naito Parkway 615 NW NAITO PKWY 945 NW Naito Parkway	R850600300 R850600250 R850600150	R518301 R291745 R291743	1N1E34BD -00806 1N1E34BD -00804 1N1E34BD -00802	See attached map
<b>306C</b>	800 NW Sixth Avenue NW COR/ 9TH & NW NAITO NW 2 <sup>nd</sup> Avenue NW 9 <sup>th</sup> Ave 510 NW 3rd NW Station Way 800 WI/ NW 6TH AVE 800 WI/ NW 6TH AVE	R180237200 R180220230 R180236410 R180217550 R180236460 R793100300 R180237360 R180237370	R141472 R141023 R141444 R140959 R141452 R533588 R141480 R636518	1N1E34BD -01200 1N1E34BB -00700 1N1E34BB -00800 1N1E34BB -01100 1N1E34BD -00600 1N1E34BB -01306 1N1E34BD -02300 1N1E34BD -02301	See attached map

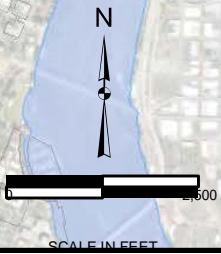
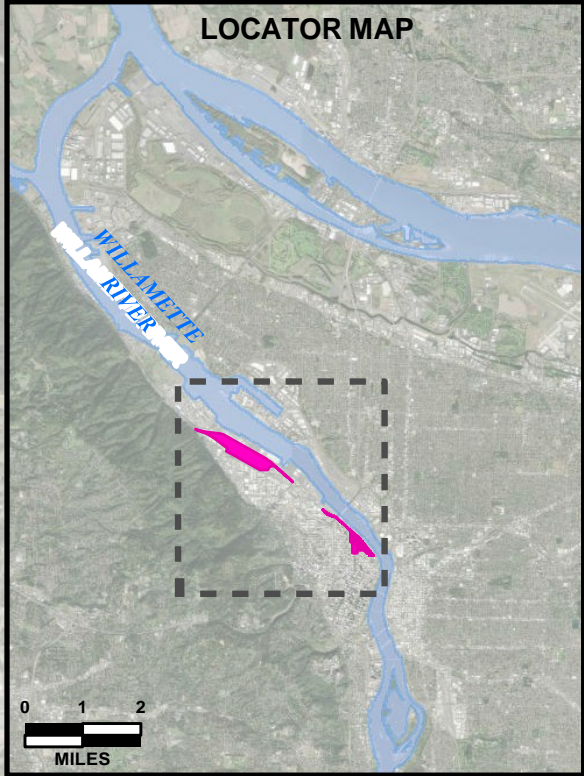
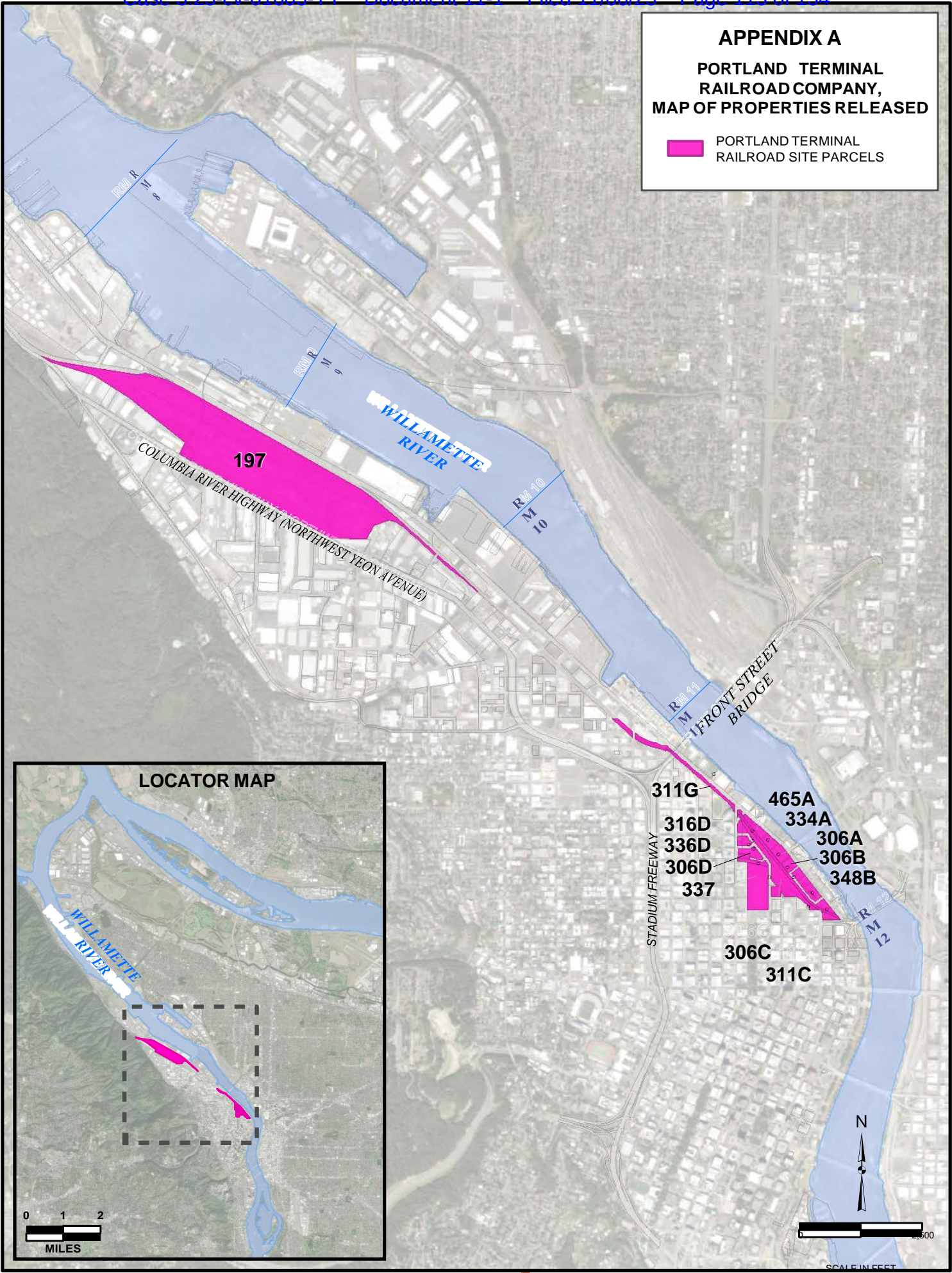
Site ID No.	Street Address	County Tax Parcel ID	Assessor Property ID	State ID	Notes
306D	1020 – 1300 NW 9 <sup>th</sup> Avenue	R793100100 R793100150 R793100250 R793100350 R793100400	R533584 R533585 R533587 R533589 R533590	1N1E34BB-01302 1N1E34BB-01303 1N1E34BB-01305 1N1E34BB-01307 1N1E34BB-01308	See attached map
311C	Union Station Track 5	R180236400 R180217520 R180217530 R180236470 R180236420 R180237210	R141443 R140955 R140956 R141455 R141447 R140959	1N1E34BB-00900 1N1E34BB-01000 1N1E34BB-01200 1N1E34BD-00700 1N1E34BD-01000 1N1E34BD-01100	See attached map
311G	Union Station Track 5	R883801700 R180222140 R883801800 R883801900 R180220310 R180222110			
316D	1020 – 1300 NW 9 <sup>th</sup> Avenue (1150 NW 9 <sup>th</sup> Avenue)	R793100200	R533586	1N1E34BB-01304	See attached map
334A	1207 NW Naito Parkway	R649812750	R508396	1N1E34BB 00501	See attached map
336D	1020 – 1300 NW 9 <sup>th</sup> Avenue 1020 NW 9 <sup>th</sup>	R793100050	R533583	1N1E34BB-01301	See attached map
337	715 NW Hoyt Street 715 W/NW Hoyt Street  NWC/NW Hoyt & NW Broadway NEC of Hoyt & NW 9th NW 9 <sup>th</sup> Ave. NW 9 <sup>th</sup> Ave. NW Hoyt Street NW Broadway NW 9 <sup>th</sup> Ave. NW Broadway SEC of Lovejoy & NW 9th NW Lovejoy Street SWC/Lovejoy & NW Broadway	R180210240 R180210300	R140726 R140728- INACTIVE <sup>1</sup>  R709060  R709059 R709062 R709061 R709063 R709064 R709065 R709066 R709067 R709068 R709069	1N1E34BC-00100 1N1E34BC-00200  1N1E34BC-00102  1N1E34BC-00101 1N1E34BC-00104 1N1E34BC-00103 1N1E34BC-00105 1N1E34BC-00106 1N1E34BC-00107 1N1E34BC-00108 1N1E34BC-00109 1N1E34BC-00110 1N1E34BC-00111	See attached map  (Created from -200)  (Created from -200) (Created from -200) (Created from -200) (Created from -200) (Created from -200) (Created from -200) (Created from -200) (Created from -200) (Created from -200) (Created from -200) (Created from -200) (Created from -200)
348B	901 NW Naito Parkway 707-729 NW Naito Pkway 731-779 NW Naito Pkway	R850600350 R850600450 R850600400	R518302 R518304 R518303	1N1E34BD-00807 1N1E34BD-00809 1N1E34BD-00808	See attached map
465A	1207 NW Naito Parkway	R850600050	R291740	1N1E34BB-00600	See attached map

<sup>1</sup> In 2020, Tax Lot 1N1E34BC-00200 was merged into R140726. In 2021, new parcels parcels R709060 – R709069 were created by separating out smaller parcels from Lot 200.



**APPENDIX A**  
**PORTLAND TERMINAL RAILROAD COMPANY,**  
**MAP OF PROPERTIES RELEASED**

 PORTLAND TERMINAL RAILROAD SITE PARCELS



Appendix A – Sulzer Pumps (US) Inc.

The properties listed below are identified for **Sulzer Pumps (US) Inc.** for purposes of this Consent Decree. Properties are identified by current tax parcel number from the Multnomah County Department of County Management Assessment and Taxation. Where available, the Site ID number and street address also are listed for each tax parcel, in order to provide additional context and reference. However, unless otherwise indicated below, the property boundaries are based on the current tax parcel number, not the Site number or the street address.

<b>Site ID number</b>	<b>Street Address</b>	<b>County Tax Parcel ID</b>
220	2800 NW Front Ave.	R941280900
221	2700 NW Front Ave.	R941280300
576	2551 NW 30 <sup>th</sup> Ave.	R841080010

**PORTLAND HARBOR CASH-OUT CONSENT DECREE**

**APPENDIX B**

## **PAYMENT INSTRUCTIONS**

In order to ensure that payment instructions reflect the processes and accounts in use at the time payments required by this Consent Decree are to be made, the United States will provide Settling Defendants with current payment instructions before those payments are to be made.

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent Decree

Appendix C – Table of Contents

<u>Description</u>	<u>Page(s)</u>
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Table showing Liabilities, Previous Payments, and Balances Owed for all Settling Defendants	1
Payments to be made, and Refunds to be received, by each Settling Defendant	2-17

## PHNRTC CASH-OUT CD

Appendix C - Cash Out CD								
Settling Defendant Name	NRD Liability		Assessment Cost Calculations			Total Balance <sup>1</sup>		
	Final NRD Allocation to Settling Defendant (in DSAY'S)	Cash Equivalent of NRD Allocation <sup>2</sup>	Pro-Rata Share of Trustee Council Assessment Costs	Per Capita Share of Path C General Costs	Final Allocated Share of Trustee Council Assessment Costs	Defendant's Total Allocation (NRD Liability + Assessment Costs)	Amount Credited for Payments Received	Net Settlement Balance (or Overpayment)
ACF	0.7	\$ 49,350.00	\$ 2,105.13	\$ 63,096.85	\$ 65,201.98	\$ 114,551.98	\$ 359,512.23	\$ (244,960.25)
Airgas USA, LLC	0.76	\$ 53,580.00	\$ 2,345.39	\$ 63,096.85	\$ 65,442.24	\$ 119,022.24	\$ 295,780.49	\$ (176,758.25)
Ash Grove	16.97	\$ 1,196,385.00	\$ 53,728.88	\$ 63,096.85	\$ 116,825.73	\$ 1,313,210.73	\$ 143,804.89	\$ 1,169,405.84
Ashland / Hercules	0.2	\$ 14,100.00	\$ 601.47	\$ 63,096.85	\$ 63,698.32	\$ 77,798.32	\$ 404,765.63	\$ (326,967.31)
Beazer East	6.9	\$ 486,450.00	\$ 21,449.35	\$ 63,096.85	\$ 84,546.20	\$ 570,996.20	\$ 359,512.23	\$ 211,483.97
BNSF Railway	1.16	\$ 81,780.00	\$ 3,579.80	\$ 63,096.85	\$ 66,676.65	\$ 148,456.65	\$ 304,113.83	\$ (155,657.18)
Calbag Metals Co.	0.042	\$ 2,961.00	\$ 132.98	\$ 63,096.85	\$ 63,229.83	\$ 66,190.83	\$ 295,780.49	\$ (229,589.66)
ESCO	0.007	\$ 493.50	\$ 21.65	\$ 65,096.85	\$ 65,118.50	\$ 65,612.00	\$ 284,512.23	\$ (218,900.23)
Gould	0.07	\$ 4,935.00	\$ 221.12	\$ 63,096.85	\$ 63,317.97	\$ 68,252.97	\$ 295,780.49	\$ (227,527.52)
HAI	0.17	\$ 11,985.00	\$ 538.24	\$ 63,096.85	\$ 63,635.09	\$ 75,620.09	\$ 352,567.79	\$ (276,947.70)
Koppers	3	\$ 211,500.00	\$ 9,258.10	\$ 63,096.85	\$ 72,354.95	\$ 283,854.95	\$ 359,512.23	\$ (75,657.28)
McCall Oil	1.56	\$ 109,980.00	\$ 4,849.42	\$ 63,096.85	\$ 67,946.27	\$ 177,926.27	\$ 215,707.30	\$ (37,781.03)
NW Pipe	2.34	\$ 164,970.00	\$ 7,037.15	\$ 63,096.85	\$ 70,134.00	\$ 235,104.00	\$ 359,512.23	\$ (124,408.23)
PGE	56.46	\$ 3,980,430.00	\$ 176,044.06	\$ 63,096.85	\$ 239,140.91	\$ 4,219,570.91	\$ 295,780.49	\$ 3,923,790.42
PTRR	1.87	\$ 131,835.00	\$ 5,722.32	\$ 63,096.85	\$ 68,819.17	\$ 200,654.17	\$ 120,253.40	\$ 80,400.77
Sulzer Pumps	5.46	\$ 384,930.00	\$ 17,286.96	\$ 63,096.85	\$ 80,383.81	\$ 465,313.81	\$ 172,576.44	\$ 292,737.37
<b>Totals:</b>	<b>97.669</b>	<b>\$ 6,885,664.50</b>	<b>\$ 304,922.02</b>	<b>\$ 1,011,549.60</b>	<b>\$ 1,316,471.62</b>	<b>\$ 8,202,136.12</b>	<b>\$ 4,619,472.39</b>	<b>\$ 3,582,663.73</b>
<b>Total Amount of Net Settlement Balances Owed by Settling Defendants:</b>								<b>\$ 5,677,818.37</b>
<b>Total Amount of Net Settlement Overpayment Owed to Settling Defendants:</b>								<b>\$ (2,095,154.64)</b>
<b>Total Net Settlement Balance:</b>								<b>\$ 3,582,663.73</b>
<b>Notes:</b>								
1 - As set forth in paragraph 6 of this Consent Decree, Plaintiffs shall move the Court to allow the deposit of funds into and disbursement of funds from a Court Registry Account. Assuming the Court's approval of Plaintiffs' motion, within ninety (90) days of the Effective Date, each Settling Defendant owing a net settlement balance shall pay to the Registry Account funds in the amounts set forth in this Appendix C. However, no payment is required from any Settling Defendant identified in this Appendix C as entitled to a refund. Refunds to Settling Defendants identified in Appendix C as entitled to refunds shall be made as set forth in paragraph 8 of this Consent Decree.								
2 - Calculation is based on a \$70,500 cash out price per DSAY, which includes \$1,742 per DSAY as compensation for recreation service losses and Portland Harbor-wide monitoring and stewardship.								

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent Decree

Appendix C –Refund to Settling Defendant ACF

1. DSAYs allocated: 0.7 DSAYs.
  
2. Cash Payment/Refund. ACF shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. ACF shall receive a refund in the amount of \$244,960.25 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 0.7 DSAYs in the Final NRD Allocation, plus	\$49,350.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$65,201.98
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$359,512.23
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$244,960.25</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent Decree

Appendix C –Refund to Settling Defendant Airgas USA, LLC

1. DSAYs allocated: 0.76 DSAYs.
2. Cash Payment/Refund. Airgas USA, LLC shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. Airgas USA, LLC shall receive a refund in the amount of \$176,758.25 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 0.76 DSAYs in the Final NRD Allocation, plus	\$53,580.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$65,442.24
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$295,780.49
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$176,758.25</u></b>



PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent Decree

Appendix C –Payment by Settling Defendant Ash Grove

1. DSA Ys allocated: 16.97 DSA Ys.
  
2. Cash Payment/Refund. Ash Grove shall make a cash payment in the amount of \$1,169,405.84 in accordance with Paragraph 7 of the Consent Decree. Ash Grove shall receive no refund in accordance with Paragraph 8 of the Consent Decree. The amount of the cash payment is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 16.97 DSA Ys in the Final NRD Allocation, plus	\$1,196,385.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$116,825.73
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$143,804.89
<b><u>NET CASH PAYMENT:</u></b>	<b><u>\$1,169,405.84</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent Decree

Appendix C –Refund to Settling Defendant Ashland/Hercules

1. DSA Ys allocated: 0.2 DSA Ys.
  
2. Cash Payment/Refund. Ashland/Hercules shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. Ashland/Hercules shall receive a refund in the amount of \$326,967.31 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 0.2 DSA Ys in the Final NRD Allocation, plus	\$14,100.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$63,698.32
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$404,765.63
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$326,967.31</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Payment by Settling Defendant Beazer East

1. DSAYs allocated: 6.9 DSAYs.
2. Cash Payment/Refund. Beazer East shall make a cash payment in the amount of \$211,483.97 in accordance with Paragraph 7 of the Consent Decree. Beazer East shall receive no refund in accordance with Paragraph 8 of the Consent Decree. The amount of the cash payment is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 6.9 DSAYs in the Final NRD Allocation, plus	\$486,450.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$84,546.20
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$359,512.23
<b><u>NET CASH PAYMENT:</u></b>	<b><u>\$211,483.97</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Refund to Settling Defendant BNSF Railway

1. DSAYs allocated: 1.16 DSAYs.
2. Cash Payment/Refund. BNSF Railway shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. BNSF Railway shall receive a refund in the amount of \$155,657.18 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 1.16 DSAYs in the Final NRD Allocation, plus	\$81,780.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$66,676.65
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$304,113.83
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$155,657.18</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Refund to Settling Defendant Calbag Metals Co.

1. DSA Ys allocated: 0.042 DSA Ys.
2. Cash Payment/Refund. Calbag Metals Co. shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. Calbag Metals Co. shall receive a refund in the amount of \$229,589.66 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 0.042 DSA Ys in the Final NRD Allocation, plus	\$2,961.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$63,229.83
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$295,780.49
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$229,589.66</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Refund to Settling Defendant ESCO

1. DSA Ys allocated: 0.007 DSA Ys.
2. Cash Payment/Refund. ESCO shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. ESCO shall receive a refund in the amount of \$218,900.23 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 0.007 DSA Ys in the Final NRD Allocation, plus	\$493.50
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$65,118.50
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$284,512.23
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$218,900.23</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Refund to Settling Defendant Gould

1. DSAYs allocated: 0.07 DSAYs.
2. Cash Payment/Refund. Gould shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. Gould shall receive a refund in the amount of \$227,527.52 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 0.07 DSAYs in the Final NRD Allocation, plus	\$4,935.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$63,317.97
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$295,780.49
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$227,527.52</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Refund to Settling Defendant HAJ

1. DSAYs allocated: 0.17 DSAYs.
2. Cash Payment/Refund. HAJ shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. HAJ shall receive a refund in the amount of \$276,947.70 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 0.17 DSAYs in the Final NRD Allocation, plus	\$11,985.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$63,635.09
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$352,567.79
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$276,947.70</u></b>



PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Refund to Settling Defendant Koppers

1. DSAYs allocated: 3 DSAYs.
2. Cash Payment/Refund. Koppers shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. Koppers shall receive a refund in the amount of \$75,657.28 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 3 DSAYs in the Final NRD Allocation, plus	\$211,500.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$72,354.95
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$359,512.23
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$75,657.28</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Refund to Settling Defendant McCall Oil

1. DSAYs allocated: 1.56 DSAYs.
2. Cash Payment/Refund. McCall Oil shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. McCall Oil shall receive a refund in the amount of \$37,781.03 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 1.56 DSAYs in the Final NRD Allocation, plus	\$109,980.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$67,946.27
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$215,707.30
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$37,781.03</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Refund to Settling Defendant NW Pipe

1. DSA Ys allocated: 2.34 DSA Ys.
2. Cash Payment/Refund. NW Pipe shall make no cash payment in accordance with Paragraph 7 of the Consent Decree. NW Pipe shall receive a refund in the amount of \$124,408.23 in accordance with Paragraph 8 of the Consent Decree. The amount of the refund is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 2.34 DSA Ys in the Final NRD Allocation, plus	\$164,970.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$70,134.00
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$359,512.23
<b><u>NET CASH PAYMENT:</u></b>	<b><u>-\$124,408.23</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Payment by Settling Defendant PGE

1. DSA Ys allocated: 56.46 DSA Ys.
2. Cash Payment/Refund. PGE shall make a cash payment in the amount of \$3,923,790.42 in accordance with Paragraph 7 of the Consent Decree. PGE shall receive no refund in accordance with Paragraph 8 of the Consent Decree. The amount of the cash payment is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 56.46 DSA Ys in the Final NRD Allocation, plus	\$3,980,430.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$239,140.91
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$295,780.49
<b><u>NET CASH PAYMENT:</u></b>	<b><u>\$3,923,790.42</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Payment by Settling Defendant PTRR

1. DSAYs allocated: 1.87 DSAYs.
2. Cash Payment/Refund. PTRR shall make a cash payment in the amount of \$80,400.77 in accordance with Paragraph 7 of the Consent Decree. PTRR shall receive no refund in accordance with Paragraph 8 of the Consent Decree. The amount of the cash payment is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 1.87 DSAYs in the Final NRD Allocation, plus	\$131,835.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$68,819.17
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$120,253.40
<b><u>NET CASH PAYMENT:</u></b>	<b><u>\$80,400.77</u></b>

PHNRTC CASH-OUT CD

Portland Harbor Cash-out Consent DecreeAppendix C –Payment by Settling Defendant Sulzer Pumps

1. DSAYs allocated: 5.46 DSAYs.
2. Cash Payment/Refund. Sulzer Pumps shall make a cash payment in the amount of \$292,737.37 in accordance with Paragraph 7 of the Consent Decree. Sulzer Pumps shall receive no refund in accordance with Paragraph 8 of the Consent Decree. The amount of the cash payment is calculated as follows:

<u>Item</u>	<u>Amount</u>
a. \$70,500 for each of the 5.46 DSAYs in the Final NRD Allocation, plus	\$384,930.00
b. Final Allocated Share of Trustee Council Assessment Costs, minus	\$80,383.81
c. Total Funding Received from Settling Defendant by the Trustee Council under FPAs	\$172,576.44
<b><u>NET CASH PAYMENT:</u></b>	<b><u>\$292,737.37</u></b>