

FILED

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EASTERN DISTRICT OF CALIFORNIA
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21
22 IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

23
24 UNITED STATES OF AMERICA,

25 Plaintiff,

26 v.

27 EL DORADO COUNTY, CALIFORNIA;
and CITY OF SOUTH LAKE TAHOE,
28 CALIFORNIA,

Defendants.

AND RELATED ACTIONS

Civil No. S-01-1520 MCE GGH

CONSENT DECREE WITH
SOUTH LAKE TAHOE PUBLIC
UTILITY DISTRICT

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the United States Department of Agriculture, Forest Service ("Forest Service"), filed a complaint in this matter against El Dorado County, California and the City of South Lake Tahoe, California, pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Meyers Landfill Site in South Lake Tahoe, El Dorado County, California ("the Site").

B. El Dorado County ("EDC") filed a third party complaint against several third parties, including the South Tahoe Public Utility District ("the District"), alleging that the District was liable under CERCLA as a generator.

C. Among other actions taken in response to the third party complaint by EDC against the District, the District filed a Third Party Cross Complaint against Cross Defendant United States seeking Declaratory and Injunctive relief under CERCLA for contribution, as well as Quiet Title, alleging, among other things, that it had an easement to maintain its sewer lines on National Forest System lands. The United States filed a Third Party Cross-Claim against the District, alleging trespass for the District's maintenance of the sewer lines on National Forest System lands was without authorization, and for ejectment. Subsequently, the District filed a First Amended and Second Amended Third Party Cross Complaint, and the United States re-iterated its responses and counter claims.

D. On January 13, 2005, the District filed a Fourth-Party Complaint for Declaratory and Injunctive Relief and other Remedies under the Administrative Procedure Act ("APA") against the Federal Defendants, seeking judicial review of the Forest Service's Amendment 3 of the District's Special Use Permit and the Forest Service's May 5, 2003 letter from Maribeth Gustafson related to the District's special use authorization. The District's Second Amended Third Party Cross Complaint for Quiet Title, the United States' Third Party Cross-Claims for declaratory and injunctive relief, trespass and ejectment, and the District's Fourth-Party Complaint against the United States

1 for declaratory and injunctive relief under the APA are resolved in a separate, interdependent,
2 Settlement Agreement, which shall become effective upon its execution by all parties to that
3 agreement and the court's approval and entry of this Consent Decree. As set forth in the Settlement
4 Agreement, should the court fail to approve this Consent Decree, that Settlement Agreement will be
5 null and void.

6 E. The United States does not admit any liability arising out of the transactions or
7 occurrences alleged in any of the counterclaims, cross complaint or fourth party complaint, nor does
8 it concede subject matter jurisdiction for any non-CERCLA cause of action.

9 F. The District does not admit any liability to Plaintiff or Third-Party Plaintiff arising out
10 of the transactions or occurrences alleged in the complaint or Third Party Claims.

11 G. The United States and the District agree, and this court by entering this Consent Decree
12 finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of
13 this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent
14 Decree is fair, reasonable, and in the public interest.

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

17 **II. JURISDICTION**

18 1. This court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§
19 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over the
20 District. The District consents to, and shall not challenge entry of this Consent Decree or this court's
21 jurisdiction to enter and enforce this Consent Decree.

22 **III. PARTIES BOUND**

23 2. This Consent Decree is binding upon the United States, Forest Service and upon the
24 District and its successors and assigns. Any change in ownership or corporate or other legal status,
25 including, but not limited to, any transfer of assets or real or personal property, shall in no way alter
26 the status or responsibilities of the District under this Consent Decree.

27 **IV. DEFINITIONS**

28 3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are

1 defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned
2 to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent
3 Decree or in any appendix attached hereto, the following definitions shall apply:

4 a. "CERCLA" shall mean the Comprehensive Environmental Response,
5 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

6 b. "Consent Decree" shall mean this Consent Decree and all appendices attached
7 hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree
8 shall control.

9 c. "Day" shall mean a calendar day. In computing any period of time under this
10 Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period
11 shall run until the close of business of the next working day.

12 d. "District" shall mean the South Tahoe Public Utility District.

13 e. "DOJ" shall mean the United States Department of Justice and any successor
14 departments, agencies or instrumentalities of the United States, including, without limitation, the
15 Forest Service.

16 f. "Forest Service" shall mean the United States Department of Agriculture, Forest
17 Service and any successor departments, agencies or instrumentalities of the United States.

18 g. "Other Response Agency" shall mean a governmental agency or entity other than
19 the Forest Service that may become the "lead agency," as defined in Section 300.5 of the National
20 Contingency Plan ("NCP"), 40 C.F.R. § 300.5 should title to the property encompassing the Site, or
21 a portion of the Site, be transferred to an entity other than the United States. The Site is currently
22 located on National Forest System Lands administered by the Lake Tahoe Basin Management Unit
23 of the Forest Service, and the Forest Service is currently the lead agency for the Site. To the extent
24 title to the Site property is transferred to the State of California, County of El Dorado, or other entity
25 besides the United States, the lead agency responsibility for the Site would be transferred, pursuant
26 to the NCP, to an Other Response Agency, including possibly the U.S. Environmental Protection
27 Agency, the California Department of Toxic Substances Control, or the Lahontan Regional Water
28 Quality Control Board.

1 h. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic
2 numeral or an upper or lower case letter.

3 i. "Parties" shall mean the United States, Forest Service and the District.

4 j. "Plaintiff" shall mean the United States.

5 k. "Section" shall mean a portion of this Consent Decree identified by a Roman
6 numeral.

7 l. "Site" shall mean the Meyers Landfill Site, located in Meyers, El Dorado County,
8 California, encompassing the areal extent of contamination including approximately 11 acres of
9 buried waste, and including the groundwater plume originating therefrom (which presently has an
10 areal extent of approximately 31 acres), and generally shown on the map included in Exhibit A,
11 which is incorporated herein by reference.

12 m. "Site Portion of Trout Creek Trunk Pipeline" shall mean that portion of the
13 District's Trout Creek Trunk Pipeline located within the Site, generally depicted on the map attached
14 hereto as Exhibit B, which is incorporated herein by reference, and including manholes numbered
15 45-50.

16 o. "Settlement Agreement" shall mean the separate Settlement Agreement resolving
17 the District's Second Amended Third Party Cross Complaint for Quiet Title, the United States' Third
18 Party Cross Claims, and the District's Fourth-Party Complaint.

19 p. "United States" shall mean the United States of America, including its
20 departments, agencies and instrumentalities.

21 q. "Work Party" shall mean the party or parties implementing the remedy ultimately
22 selected for the Site.

23 **V. STATEMENT OF PURPOSE**

24 4. By entering into this Consent Decree, the mutual objectives of the Parties are:

25 a. to reach a final settlement among the Parties with respect to the Site that acknowledges that
26 the District has provided valuable consideration to the United States sufficient to resolve the
27 District's alleged liability under Sections 106, 107 and 113 of CERCLA, 42 U.S.C. §§ 9606, 9607
28

1 and 9613 with regard to the Site and for response costs incurred, and to be incurred at or in
2 connection with the Site, thereby reducing litigation relating to the Site;

3 b. to simplify any remaining administrative and judicial enforcement activities concerning
4 the Site by eliminating a potentially responsible party from further involvement at the Site.

5 **VI. COOPERATION AND ASSISTANCE IN IMPLEMENTING THE SITE REMEDY**

6 5. The District, given its familiarity and expertise in connection with the Site Portion of
7 the Trout Creek Trunk Pipeline, agrees to cooperate with, and to provide reasonable technical
8 assistance to, the Forest Service and the Work Party or Work Parties with respect to the
9 implementation of the portion of the OU-1 remedy involving waste above, or immediately
10 adjacent to, the Site Portion of the Trout Creek Trunk Pipeline. Areas of cooperation and
11 coordination between the Parties, as part of the OU-1 Remedial Design and the Remedial Action
12 include: (1) field investigation efforts necessary for remedial design preparation which may be in
13 the vicinity of the Site Portion of the Trout Creek Trunk Pipeline; (2) preparation of the remedial
14 design components relevant to the waste consolidation component of the OU-1 remedy cap
15 configuration which may effect the Site Portion of the Trout Creek Trunk Pipeline, including
16 construction plans; and (3) remedy construction/field activities in the vicinity of the Site Portion
17 of the Trout Creek Trunk Pipeline related to the waste consolidation component of the remedy.
18 As long as the Site is under the jurisdiction of the Forest Service, the Forest Service agrees to
19 use its best efforts to provide reasonable advance notice of no less than 48 hours to the District of
20 work to be performed above or immediately around the Site Portion of the Trout Creek Trunk
21 Pipeline so the Parties may work cooperatively to protect the integrity of the Site Portion of the
22 Trout Creek Trunk Pipeline. The Forest Service will use its best efforts to include a similar
23 provision in any agreement with any Work Party at the Site. In addition, the Forest Service will
24 use its best efforts to include provisions requiring the Work Party or Parties and its/their
25 contractors to maintain commercial general liability insurance in an appropriate amount and
26 naming the United States and the District as additional insureds.

27 6. Nothing in this Section or Consent Decree shall be construed as a determination,
28 finding or assertion that the District is to be a Work Party in this or any other Consent Decree.

1 **VII. COVENANT NOT TO SUE BY UNITED STATES**

2 7. Covenant Not to Sue by United States. Except as specifically provided in Section VIII
3 (Reservation of Rights by United States), the United States covenants not to sue or to take
4 administrative action against the District pursuant to Sections 106 and 107(a), and 113(g)(3) of
5 CERCLA; 42 U.S.C. §§ 9606, 9607(a), and 9613(g)(3), with regard to the Site. With respect to
6 present and future liability, this covenant not to sue shall take effect upon entry of this Consent
7 Decree by the Court. This covenant not to sue extends only to the District and does not extend to
8 any other person.

9 **VIII. RESERVATION OF RIGHTS BY UNITED STATES**

10 8. Except as provided in Paragraph 12 (Waiver of Claims) and Paragraph 16 (Waiver of
11 Claim-Splitting Defenses), the United States reserves, and this Consent Decree is without
12 prejudice to, all rights against the District with respect to all matters not expressly included
13 within the Covenant Not to Sue by United States in Paragraph 7. Notwithstanding any other
14 provision of this Consent Decree, the United States reserves all rights against the District with
15 respect to the Site for:

- 16 a. criminal liability;
- 17 b. liability for damages for injury to, destruction of, or loss of natural resources,
18 and for the costs of any natural resource damage assessments;
- 19 c. liability, based upon the District's transportation, treatment, storage, or
20 disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous
21 substance or a solid waste at or in connection with the Site, after signature of this Consent Decree
22 by the District;
- 23 d. liability arising from the past, present, or future disposal, release or threat of
24 release of a hazardous substance, pollutant, or contaminant other than those emanating from the
25 Site.

26 With respect to present and future liability, this reservation of rights and covenant not to
27 sue (Paragraphs 7 and 8, above) shall take effect upon entry of this Consent Decree by the Court.

1 **IX. COVENANT NOT TO SUE BY THE DISTRICT**

2 9. Except as specifically provided in Section X (Reservation of Rights by the District),
3 the District covenants not to sue and agrees not to assert any claims or causes of action against
4 the United States, or its contractors or employees, with respect to the Site, including but not
5 limited to:

6 a. any direct or indirect claim for reimbursement from the Hazardous Substance
7 Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§
8 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

9 b. any claim arising out of response actions at or in connection with the Site,
10 including any claim under the United States Constitution, the California Constitution, the Tucker
11 Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at
12 common law;

13 c. any claim against the United States pursuant to Sections 107 and 113 of
14 CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

15 **X. RESERVATION OF RIGHTS BY THE DISTRICT**

16 10. Except as provided in Paragraph 12 (Waiver of Claims) and Paragraph 16 (Waiver
17 of Claim-Splitting Defenses), the District expressly reserves, and this Consent Decree is without
18 prejudice to, all rights against the United States with respect to:

19 a. the United States bringing a cause of action or issuing an order pursuant to the
20 reservations set forth in Paragraph 8 (c) - (d), but only to the extent that the District's claims arise
21 from the same response action or response costs that the United States is seeking pursuant to the
22 applicable reservation;

23 b. Claims against the United States, for which Congress has provided a waiver of
24 sovereign immunity, including but not limited to, the provisions of Chapter 171 of Title 28 of the
25 United States Code, for money damages for injury or loss of property or personal injury or death
26 caused by the negligent or wrongful act or omission of any employee of the United States while
27 acting within the scope of his office or employment under circumstances where the United
28 States, if a private person, would be liable to the claimant in accordance with the law of the place

1 where the act or omission occurred. However, any such claim shall not include a claim for any
2 damages caused, in whole or in part, by the act or omission of any person, including any
3 contractor, who is not a federal employee as that term is defined in 28 U.S.C. § 2671; nor shall
4 any such claim include a claim based on Forest Service's selection of response actions, or the
5 oversight or approval of the Work Party's or Parties plans or activities. The foregoing applies
6 only to claims which are brought pursuant to any statute other than CERCLA and for which the
7 waiver of sovereign immunity is found in a statute other than CERCLA. Nothing in this
8 paragraph is meant to preclude the District's right to pursue an action for damage to or
9 interruption of the District's use of the Site Portion of the Trout Creek Trunk Pipeline against a
10 Work Party or agent or contractor acting on behalf or at the behest of a Work Party or against a
11 nonfederal employee contractor hired by the Forest Service. Notwithstanding the foregoing, the
12 District expressly reserves any rights it may have against response action contractors under 42
13 U.S.C. § 9619(a).

14 With respect to present and future liability, this reservation of rights and covenant not to
15 sue (Paragraphs 9 and 10, above) shall take effect upon entry of this Consent Decree by the
16 Court.

17 11. Nothing in this Consent Decree shall be deemed to constitute approval or
18 preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or
19 40 C.F.R. 300.700(d).

20 12. The District agrees not to assert any CERCLA claims or CERCLA causes of action
21 that it may have for all matters relating to the Site, including the Site portion of the Trout Creek
22 Trunk pipeline, including for contribution, against any non-party to this CERCLA action. This
23 paragraph shall not apply in the event a claim is brought against the District based upon the
24 Reservation of Rights in Paragraph 8(d) above or under Section 107 of CERCLA by any person
25 or under Section 113 of CERCLA by any non-party to this CERCLA action.

26 **XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

27 13. Except as provided in Paragraph 12, nothing in this Consent Decree shall be
28 construed to create any rights in, or grant any cause of action to, any person not a Party to this

1 Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights
2 that any person not a signatory to this Decree may have under applicable law. Except as
3 provided in Paragraph 12, the Parties expressly reserve any and all rights (including, but not
4 limited to, any right to contribution), defenses, claims, demands, and causes of action which they
5 may have with respect to any matter, transaction, or occurrence relating in any way to the Site
6 against any person not a Party hereto.

7 14. The Parties agree, and by entering this Consent Decree this court finds, that this
8 settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2), and that
9 the District is entitled, as of the date of entry of this Consent Decree, to protection from
10 contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §
11 9613(f)(2) or as may be otherwise provided by law, for "matters addressed" in this Consent
12 Decree. Further, the Parties agree, and by entering this Consent Decree this court finds, that the
13 District and the United States settlement of this matter is fair and equitable. The "matters
14 addressed" in this Consent Decree are all response actions taken or to be taken and all response
15 costs incurred or to be incurred, at or in connection with the Site, by the United States or any
16 other person; provided, however, that if the United States exercises rights under the reservations
17 in Section VIII (Reservation of Rights by United States), other than claims for failure to comply
18 with this Decree or in Paragraph 8(a) (criminal liability), the "matters addressed" in this Consent
19 Decree will no longer include those response costs or response actions that are within the scope
20 of such reservations.

21 15. The District shall, with respect to any suit or claim brought against it for matters
22 related to this Consent Decree, notify the Forest Service and DOJ in writing within 10 days of
23 service of the complaint or claim upon it. In addition, the District shall notify the Forest Service
24 and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within
25 10 days of receipt of any order from a court setting a case for trial, for matters related to this
26 Consent Decree.

27 16. In any subsequent administrative or judicial proceeding initiated by either Party
28 within the scope of the Reservation of Rights set forth in paragraphs 8 and 10 or the Covenant

1 Not to Sue set forth in Paragraphs 7 and 9 for injunctive relief, recovery of response costs, or
2 other relief relating to the Site, the Parties shall not assert, and may not maintain, any defense or
3 claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion,
4 claim-splitting, or other defenses based upon any contention that the claims raised by the other in
5 the subsequent proceeding were or should have been brought in the instant case; provided,
6 however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by
7 Plaintiff set forth in Section VIII or the Settlement Agreement.

8 17. Entry of this Consent Decree by the court resolves the District's CERCLA claims set
9 forth in its Second Amended Third Party Cross Complaint against the United States. In addition,
10 the District's Second Amended Third Party Cross Complaint to Quiet Title and the United
11 States' Cross Claims against the District for declaratory and injunctive relief, and trespass and
12 ejectment, and the District's Fourth Party Complaint against the federal defendants for
13 declaratory and injunctive relief under the APA, shall be dismissed with prejudice in accordance
14 with, and upon the terms provided in, the Settlement Agreement. Each side shall bear its own
15 costs and attorney's fees associated with these actions.

16 XII. ACCESS

17 18. The District shall, commencing on the date of lodging of this Consent Decree,
18 provide the United States, and/or the Work Party or Parties, and its/their representatives,
19 including its/their contractors, with reasonable advice, cooperation and assistance as needed to
20 implement the remedy for the Site in a manner that is protective of the Site Portion of the Trout
21 Creek Trunk Pipeline and avoids any disruption of service to the District's customers or harm to
22 the environment. The District shall also, commencing on the date of lodging of this Consent
23 Decree, provide the United States, and/or the Work Party or Parties, and its/their representatives,
24 including its/their contractors with reasonable access at all reasonable times, and upon reasonable
25 advance notice, into the interior of the Site Portion of the Trout Creek Trunk Pipeline for the
26 purpose of conducting any response activity related to the Site, including, but not limited to, the
27 following activities:

- 1 1. Monitoring, investigation, removal, remedial or other activities at the
- 2 Site;
- 3 2. Conducting investigations relating to contamination at or near the Site;
- 4 3. Obtaining samples; and
- 5 4. Assessing the need for, planning, or implementing additional response
- 6 actions at or near the Site.

7 19. As long as the Site is under the jurisdiction of the Forest Service, the Forest Service
8 shall use best efforts to ensure that any such access and activities, as described above in
9 paragraph 18, meets all of the District's reasonable written requirements or reasonable verbal
10 directions during onsite activity, which in its sole discretion will protect the integrity of the Site
11 Portion of the Trout Creek Trunk Pipeline and will cause no disruption of service to its
12 customers and/or harm to the environment.

13 The Forest Service will use best efforts to ensure that any such access into the Site
14 Portion of the Trout Creek Trunk Pipeline will not interfere with the integrity of the pipeline.
15 The Parties recognize the importance of protecting the Site Portion of the Trout Creek Trunk
16 Pipeline, and the Forest Service shall use its best efforts to include similar provisions regarding
17 access, as described above in paragraph 18, in any agreement with any Work Party or Parties at
18 the Site.

19 20. Notwithstanding any provision of this Consent Decree, the United States retains all
20 of its access authorities and rights, as well as all of its rights to require land/water use
21 restrictions, including enforcement authorities related thereto, under CERCLA, RCRA, and any
22 other applicable statute or regulations as to the Site Portion of the Trout Creek Trunk Pipeline.

23 **XIII. NOTICES AND SUBMISSIONS**

24 21. Whenever, under the terms of this Consent Decree, notice is required to be given or a
25 document is required to be sent by one party to another, it shall be directed to the individuals at
26 the addresses specified below, unless those individuals or their successors give notice of a change
27 to the other Parties in writing. Unless written notice is explicitly required herein, telephonic

1 notice shall be sufficient whenever reasonably appropriate with written notice to be provided
2 thereafter. Written notice as specified herein shall constitute complete satisfaction of any written
3 notice requirement of the Consent Decree with respect to the United States, Forest Service, DOJ,
4 and the District, respectively.

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6 As to the Forest Service:

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Dennis Geiser, Regional Environmental Engineer
Pacific Southwest Region, Region 5
1323 Club Drive
Vallejo, California 94592
Telephone: 707-562-8729
Fax: 707-562-9055

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John Maher
Lake Tahoe Basin Management Unit
35 College Drive
South Lake Tahoe, CA 96150
Telephone: 530-543-2671
Fax: 530-543-2693

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As to DOJ:

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Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-06554)
P.O. Box 7611
Washington, D.C. 20044-7611

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As to USDA OGC:

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Rose Miksovsky, Staff Attorney
Office of the General Counsel
33 New Montgomery St., 17th Floor
San Francisco, California 94150
Telephone: 415-744-3158
Fax: 415-744-3170

As to the District:

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23

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General Manager
South Tahoe Public Utility District
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South Lake Tahoe, CA 96150
Telephone: 530-544-6474
Fax: 530-441-0614

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26

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21 East Carrillo Street
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2 **XIV. RETENTION OF JURISDICTION**

3 22. This court shall retain jurisdiction over this matter for the purpose of interpreting and
4 enforcing the terms of this Consent Decree.

5 **XV. INTEGRATION/APPENDICES**
6

7 23. Concurrently with this Consent Decree, the Parties have executed the Settlement
8 Agreement resolving the non-CERCLA claims between the District and the United States
9 ("Settlement Agreement"). This Consent Decree and the Settlement Agreement together shall
10 constitute an integrated agreement. This Consent Decree and its appendices and the Settlement
11 Agreement constitute the final, complete and exclusive agreements and understandings amongst
12 the Parties with respect to the settlements embodied in this Consent Decree and the Settlement
13 Agreement. The Parties acknowledge that there are no representations, agreements or
14 understandings relating to the settlement other than those expressly contained in this Consent
15 Decree and the Settlement Agreement. The following appendices are attached to and
16 incorporated into this Consent Decree: "Appendix A" is the map of the Site; and "Appendix B"
17 is a map of the Site Portion of the Trout Creek Trunk Pipeline, including manhole cover
18 numbers.
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22 **XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

23 24. After the parties' execution of this Consent Decree, the United States shall file and
24 diligently prosecute a motion seeking the Court's approval and entry of this Consent Decree,
25 including lodging it with the court for a period of not less than 30 days for public notice and
26 comment. The United States reserves the right to withdraw or withhold its consent if the
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1 comments regarding the Consent Decree disclose facts or considerations which indicate that this
2 Consent Decree is inappropriate, improper, or inadequate. The District consents to the entry of
3 this Consent Decree without further notice.
4

5 25. If for any reason this court should decline to approve this Consent Decree in the form
6 presented or this Consent Decree is subsequently determined to be invalid or set aside, this
7 Consent Decree and the Settlement Agreement will be null and void and may not be used as
8 evidence in any subsequent proceeding between the Parties.
9

10 **XVII. EFFECTIVE DATE**

11 26. The effective date of this Consent Decree shall be the date upon which it is entered by
12 the Court.
13

14 **XVIII. SIGNATORIES/SERVICE**

15 27. The undersigned representative of the District and the Assistant Attorney General for
16 the Environment and Natural Resources Division of the United States Department of Justice
17 certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree
18 and to execute and bind legally such Party to this document.
19

20 28. The District hereby agrees not to oppose entry of this Consent Decree by this court or
21 to challenge any provision of this Consent Decree, unless the United States has notified the
22 District in writing that it no longer supports entry of the Consent Decree.
23


24 29. The District has identified, on the attached signature page, the name and address of
25 an agent who is authorized to accept service of process by mail on it's behalf with respect to all
26 matters arising under or relating to this Consent Decree. The District hereby agrees to accept
27
28

1 service in that manner and to waive the formal service requirements set forth in Rule 4 of the
2 Federal Rules of Civil Procedure and any applicable local rules of this court, including but not
3 limited to, service of a summons.
4

5 **XIX. FINAL JUDGMENT**

6 30. Upon approval and entry of this Consent Decree by the court, this Consent Decree
7 shall constitute the final judgment between and among the United States, Forest Service and the
8 District. The court finds that there is no just reason for delay and therefore enters this judgment
9 as a final judgment under Fed. R. Civ. P. 54 and 58.
10

11
12 SO ORDERED THIS 11th DAY OF January ²⁰¹⁰ ~~2009~~ ²⁰¹⁰ ~~2009~~


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15 MORRISON C. ENGLAND, JR.
16 United States District Judge
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2 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v.
3 El Dorado County, et al., Civil No. S-01-1520 MCE-GGH, relating to the Meyers Landfill Site.


4
5 FOR THE UNITED STATES OF AMERICA

6 LAWRENCE G. BROWN
Acting United States Attorney


7 Date: _____

8 
9 JOHN C. CRUDEN
Acting Assistant Attorney General
10 Environment and Natural Resources Division
11 U.S. Department of Justice

12
13 Date: 8/14/09

14 
KARL J. FINGERHOOD
15 Trial Attorney,
16 Environmental Enforcement Section
17 Environment and Natural Resources Division
18 U.S. Department of Justice
19 P.O. Box 7611
20 Washington, DC 20044-7611

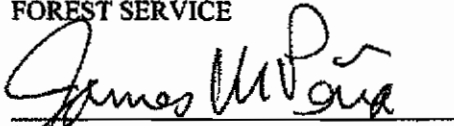
21 Date: _____

22 
ANDREW DOYLE
23 Environmental Defense Section
24 Environment and Natural Resources Division
25 U.S. Department of Justice
26 P.O. Box 23986
27 Washington, D.C. 20026-3986
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FOR UNITED STATES DEPARTMENT OF AGRICULTURE,
FOREST SERVICE

Date: SEP 11 2009



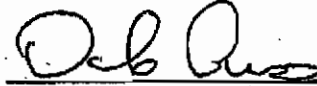
for RANDY MOORE
Regional Forester
U.S. Department of Agriculture
Forest Service
1323 Club Drive
Vallejo, CA 94592

1 The South Tahoe Public Utility District enters into this Consent Decree in the matter of United
2 States v. El Dorado County, et al, Civil No. S-01-1520 MCE GGH, relating to the Meyers
3 Landfill Site.

4 FOR THE SOUTH TAHOE PUBLIC UTILITY
5 DISTRICT

6
7 Date: 07/16/09

By:



MARY LOU MOSBACHER
President, Board of Directors

8
9
10
11
12 Agent Authorized to Accept Service on Behalf of Above-signed Party:

13 Gary M. Kvistad
14 Attorney
15 Brownstein Hyatt Farber Schreck, LLP
16 21 E. Carillo Street
17 Santa Barbara, CA 93101
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Site Map
Meyers Landfill
El Dorado County, California



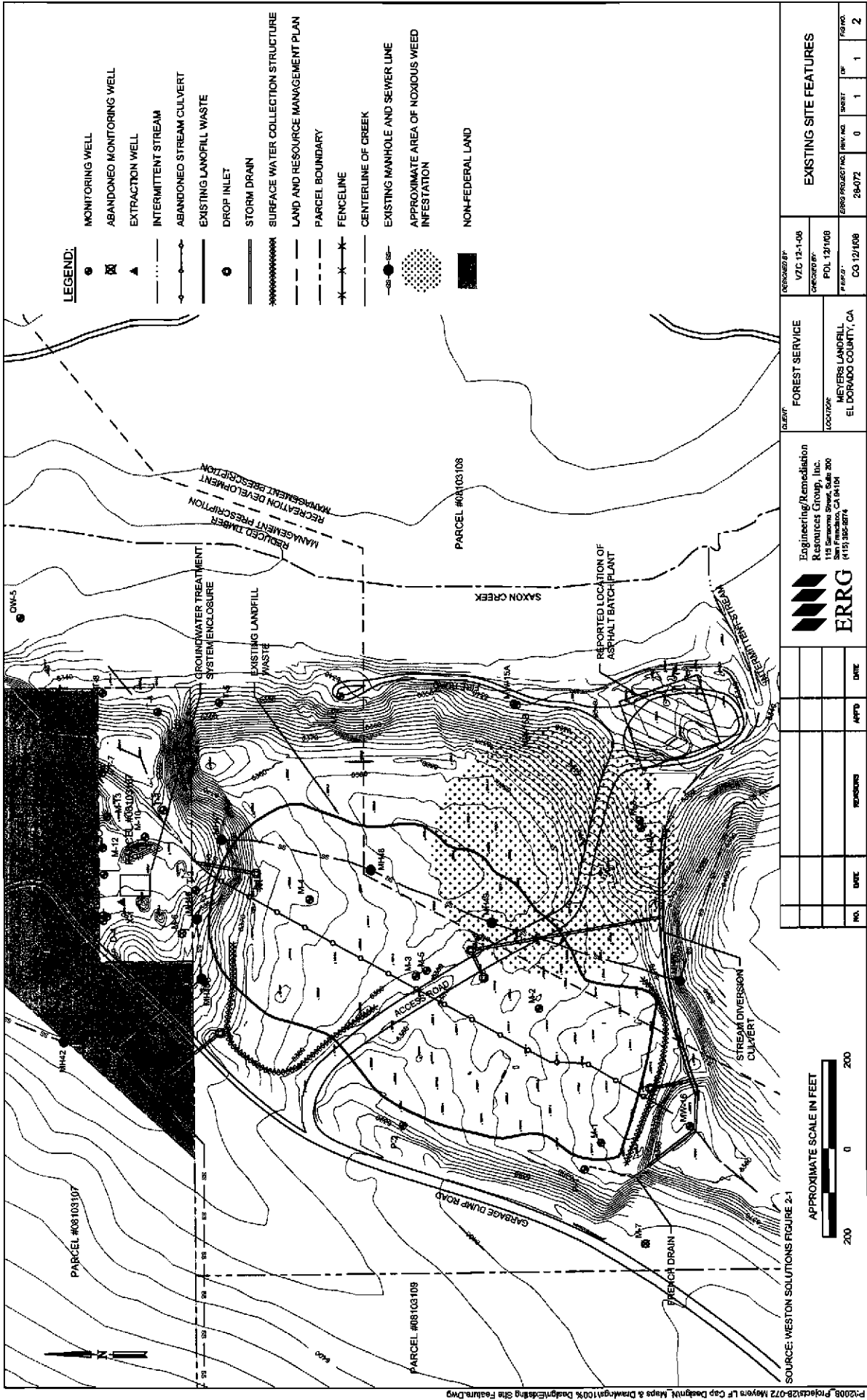


EXHIBIT B Site Portion of Trout Creek Trunk Pipeline