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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

PUGET SOUNDKEEPER ALLIANCE,)	
)	No. 16-5195RBL
Plaintiff,)	
)	CONSENT DECREE
v.)	
)	
CITY OF TACOMA)	
)	
Defendant.)	
_____)	

I. STIPULATIONS

Plaintiff Puget Soundkeeper Alliance (“Soundkeeper”) sent a sixty-day notice of intent to sue letter to Defendant City of Tacoma (the “City”) on or about January 12, 2016, and filed a complaint on March 15, 2016, alleging violations of the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, regarding the City’s operation of its pretreatment program and seeking declaratory and injunctive relief, civil penalties and attorneys’ fees and costs.

Soundkeeper and the City agree that settlement of this matter is in the best interest of the parties and the public, and that entry of this Consent Decree is the most appropriate means of resolving this action.

Soundkeeper and the City stipulate to the entry of this Consent Decree without trial, adjudication, or admission of any issues of fact or law regarding Soundkeeper’s claims or

1 allegations set forth in its complaint and its sixty-day notice.

2 DATED this ____ day of November, 2016.

3 *****

SMITH & LOWNEY PLLC

4
5 By _____
6 Chris Bacha, WSBA #16714
7 Chief Deputy, Civil Division, Tacoma
8 City Attorney's Office

By _____
Richard A. Smith, WSBA #21788
Claire E. Tonry, WSBA #44497
Attorneys for Plaintiff Puget Soundkeeper
Alliance

9 _____
10 Doug Mosich, WSBA #18341
11 Of Counsel, Kenyon Disend, PLLC
12 Attorneys for Defendant City of Tacoma

CITY OF TACOMA

PUGET SOUNDKEEPER ALLIANCE

13 By _____
14 Michael P. Slevin III, P.E.
15 Environmental Services Director
City of Tacoma

By _____
Chris Wilke
Puget Soundkeeper Alliance, Executive
Director

16 **II. ORDER AND DECREE**

17 THIS MATTER came before the Court upon the foregoing Stipulations of the parties.

18 Having considered the Stipulations and the promises set forth below, the Court hereby ORDERS,
19 ADJUDGES, and DECREES as follows:
20

21 1. This Court has jurisdiction over the parties and subject matter of this action.

22 2. Each signatory for the parties certifies for that party that he or she is authorized to
23 enter into the agreements set forth below.

24 3. This Consent Decree applies to and binds the parties and their successors and
25 assigns.
26

1 4. This Consent Decree applies to the City’s pretreatment program, which
2 concerns certain industrial wastewater discharges to the City’s two sewage treatment plants,
3 the North End Wastewater Plant No. 3, located at 4002 North Waterview Street, and the
4 Central Treatment Plant No. 1, located at 2201 Portland Avenue, under the terms of NPDES
5 Permit Nos. WA0037217 (issued June 4, 2009, expired June 30, 2014, but still in effect) and
6 WA0037087 (issued October 6, 2010, expired October 31, 2015, but still in effect),
7 (collectively, “NPDES Wastewater Permits”) authorizing discharges from these plants
8 respectively, and the terms of Department of Ecology Order No. DE 94WQ-S358, dated
9 October 7, 1994.
10

11 5. This Consent Decree is a full and complete settlement and release of all the claims
12 in the complaint, the sixty-day notice and all other claims known and unknown, contingent or
13 otherwise, including but not limited to claims for civil penalties and injunctive relief under 33
14 U.S.C. § 1319 and 33 U.S.C. § 1365, for any acts or omissions, existing as of the date of entry of
15 this Consent Decree, that could be asserted under the Clean Water Act, 33 U.S.C. §§ 1251-1387,
16 arising from pretreatment program operations and the pretreatment terms of the NPDES
17 Wastewater Permits (and successor or replacement permits) against the City, its elected officials,
18 officers, subsidiaries, employees, agents, successors and assigns. These claims are released and
19 dismissed with prejudice.
20

21 6. This Consent Decree is a settlement of disputed facts and law, without admission
22 of any allegation, fact or law contained in the 60-day notice or complaint.
23

24 7. The City agrees to the following terms and conditions in full and complete
25 satisfaction of all the claims covered by this Consent Decree:
26

7.1 In its operation and administration of its pretreatment program, the City

1 will comply with the pretreatment terms of its NPDES Wastewater Permits and modified
2 or successor permits, and the terms of Department of Ecology Order No. DE 94WQ-S358,
3 dated October 7, 1994, including making timely requests to Ecology for approval of
4 pretreatment program changes as necessary and the timely enactment of amendments to
5 the Tacoma Municipal Code as necessary to comply with the pretreatment requirements
6 contained in the City's NPDES Wastewater Permits and successor or replacement permits
7 ("Applicable Requirements"), and Department of Ecology Order No. DE 94WQ-S358;

8
9 7.2 Under a contract between the City and CWA Consulting Services, LLC
10 ("Auditor") reviewed by Soundkeeper and executed June 10 2016, the City will cause to
11 be conducted a thorough audit of its pretreatment program, including a review of certain
12 industrial user discharge authorizations, commencing within 45 days of the entry of this
13 Consent Decree, or before.

14
15 7.2.1 The Audit will identify any deficiencies in the City's pretreatment
16 program and procedures, including a review of Chapter 12.08 Tacoma Municipal Code
17 ("TMC"), as necessary to address compliance with the Applicable Requirements. The
18 Auditor will provide a draft and final report to the City containing the Auditor's
19 observations and identification of any deficiencies that must, in the Auditor's view, be
20 corrected to assure compliance with one or more of the Applicable Requirements. Such
21 deficiencies will be listed in a table within the Auditor's draft and final reports. The
22 Auditor's identification of pretreatment program deficiencies which, in the Auditor's
23 view, do not need to be corrected to assure compliance with one or more of the Applicable
24 Requirements specifically fall outside the scope of this Consent Decree. The Auditor's
25 Scope of Work, which is attached as Exhibit A, incorporated by reference herein, and
26

1 made a part of this Consent Decree, addresses the following subjects:

2 7.2.1.1 Application of all known, available and reasonable methods
3 of treatment and control (“AKART”) for significant industrial users, and any industrial
4 user to whom the City issues a pretreatment permit, consistent with WAC 173-216-
5 110(1)(a) and the Applicable Requirements, with consideration given to applicable
6 AKART guidance published by the Department of Ecology;
7

8 7.2.1.2 Evaluation of the pretreatment provisions set forth in
9 Chapter 12.08 TMC and the City’s pretreatment program manual to assess whether
10 revisions are necessary to address the Applicable Requirements;

11 7.2.1.3 The procedures by which the City determines that a
12 discharger is a significant industrial user as defined by 40 CFR § 403.3, subject to the
13 categorical pretreatment standards under 40 CFR § 403, and the means by which the City
14 undertakes to make these determinations available to the public;
15

16 7.2.1.4 The procedures relied upon by the City to conduct Industrial
17 User Survey’s and provides such industrial users with notice of their categorization status,
18 as well as the City’s recordkeeping for such notifications;

19 7.2.1.5 Whether the City’s Industrial User Inspection Checklist
20 contains the necessary elements as determined by the Auditor;

21 7.2.1.6 The City’s boilerplate memoranda of understanding and
22 proposed form interlocal agreement with contributing jurisdictions, and whether such
23 boilerplate language and proposed interlocal agreement includes the elements needed to
24 implement its pretreatment program (including conducting inspections, surveillance,
25 monitoring, and enforcement activities within the contributing jurisdiction) with regard to
26

1 industrial users from contributing jurisdictions;

2 7.1.2.7 The City's procedures for timely drafting pretreatment
3 permits and for the timely transmission of draft permits to Ecology for review;

4 7.1.2.8 The procedures for timely written notice to Ecology
5 whenever any new discharge is proposed that would be subject to pretreatment
6 requirements;

7 7.1.2.9 The procedures for determining when the use of grab
8 samples or other alternative sampling techniques is proper, the requirements that apply,
9 including fact sheet justifications and selection of compliance monitoring sample
10 locations;

11 7.2.1.10 The procedures used for approving wastewater
12 sample points, and documentation of such procedures;

13 7.2.1.11 The City's procedures to regulate hauled waste discharges
14 evaluated against guidance the Auditor determines to be applicable;

15 7.2.1.12 The wastewater discharge permit issued to LRI,
16 including but not limited to the adequacy of monitoring and reporting requirements and the
17 applicability of pretreatment standards with regard to discharges of arsenic, selenium and
18 ammonia;

19 7.2.1.13 Evaluation of slug discharge control plans on file with the
20 City, periodic updates thereto, and notifications to industrial users of slug discharge
21 control plan requirements;

22 7.2.1.14 The procedures for authorizing and controlling stormwater
23 discharges to the sanitary sewer;

1 7.2.1.15 The procedures used to authorize discharges to the sanitary
2 sewer that exceed local pretreatment limits;

3 7.2.1.16 The procedures for public notice under the Applicable
4 Requirements;

5 7.2.1.17 The level of staffing for the City's pretreatment program
6 and whether it is adequate to administer and satisfy the Applicable Requirements;

7
8 7.2.2 Within three (3) business days from the effective date of this
9 Consent Decree, the Auditor's draft report will be provided to City pretreatment staff and
10 to Soundkeeper for review and comment. To facilitate each parties' review of the draft
11 report, each party or its agents may, within thirty (30) calendar days of receipt of such
12 report request a meeting to speak with and meet (in person or by videoconference) the
13 Auditor, including all members of the Auditor's team, and with the opportunity to
14 promptly upon request review any records held by the City that may be relevant to the
15 draft report. A party making a request to meet with the Auditor shall promptly notify the
16 other party of the request and the parties shall mutually agree on the time, place and date
17 of the meeting. Within thirty (30) days of receipt of the draft report, or within twenty (20)
18 days of the meeting with the Auditor, whichever is later, each party may provide written
19 comments on the draft report to the Auditor for consideration. If changes suggested by a
20 party in a written comment are not included in the Auditor's final report the Auditor will
21 provide a summary explanation for why a change was not included. The Auditor's final
22 report will be issued no later than forty-five (45) days following the date when the parties'
23 comments on the Auditor's draft report are due. The adequacy of the Auditor's draft or
24 final reports, whether issued as part of the original or follow-up audit, shall not be
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1 reviewable by the Court. Subject to the reservation language in Section 7.2.2.1 below, the
2 City will correct those deficiencies identified in the Auditor's final report which, in the
3 Auditor's view, are necessary to assure compliance with one or more of the Applicable
4 Requirements and make a timely request for Ecology's approval for any resulting
5 proposed corrections that constitute substantial and non-substantial modifications to the
6 City's pretreatment program in accordance with 40 CFR § 403.18, including but not
7 limited to changes to the City's pretreatment program manual and Chapter 12.08 TMC.
8 The date of implementation for any such corrections will begin on the date the City
9 receives Ecology's approval of modifications to its pretreatment program in accordance
10 with 40 CFR § 403.18. If Ecology disapproves a proposed modification, or any part
11 thereof, the City may with the Auditor's input, modify and resubmit the modification for
12 Ecology's approval, or, in the alternative, appeal Ecology's decision disapproving such
13 modification to the Pollution Control Hearings Board in accordance with Chapter 43.21B
14 RCW, which shall be the exclusive venue to challenge such decision;
15

16
17 7.2.2.1 The City reserves its right not to correct a deficiency or
18 deficiencies that the Auditor has identified in his final report as necessary to assure
19 compliance with one or more of the Applicable Requirements. If the City decides not to
20 correct such deficiencies, it shall notify Soundkeeper in writing of such decision within
21 thirty (30) calendar days of receipt of the Auditor's final report. If Soundkeeper disagrees
22 with the City's decision not to correct such deficiency or deficiencies, it may challenge
23 such decision under the dispute resolution provisions of paragraph 13 below. Disputes
24 concerning whether the City has corrected such deficiencies in the final report shall be
25 governed by paragraph 12 below;
26

1 7.2.2.2 Within fourteen (14) months from the effective date of this Consent
2 Decree, the City agrees to prepare an AKART section for its pretreatment program manual
3 and revise Chapter 12.08 TMC, as needed, and submit such proposed language to Ecology
4 for approval as a modification under 40 CFR § 403.18.

5 7.2.3 Eighteen (18) months after the Auditor’s final report is issued, the
6 Auditor will conduct a follow-up audit to evaluate the City’s progress correcting those
7 deficiencies identified in the Auditor’s final report he viewed as necessary to assure
8 compliance with one or more of the Applicable Requirements. The Auditor will issue a
9 draft and final report according to the same process for comment and response by the
10 parties as described in Paragraph 7.2.2 above. The follow-up audit will include a
11 preliminary meeting with both parties in attendance. Either party may raise particular
12 concerns or issues for the Auditor’s evaluation, which the Auditor may in his sole
13 discretion choose to address, or not. The City will correct those deficiencies identified by
14 the Auditor in his final follow-up audit report as needed to assure compliance with one or
15 more of the Applicable Requirements, according to the process set forth in Paragraphs
16 7.2.2 above and subject to 7.2.2.1. A decision by the City not to correct a deficiency or
17 deficiencies identified in the Auditor’s final follow-up audit report, which he has
18 identified as necessary to correct to assure compliance with one or more of the Applicable
19 Requirements shall follow and be governed by the process described in Paragraph 7.2.2.1
20 above.
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2 7.3 Within thirty (30) days after the entry of this Consent Decree, the City will
3 provide Soundkeeper with a current, electronic version of its User Survey database and
4 master businesses list. The City's re-evaluation of an industrial user's categorization
5 status and/or control mechanism selection of an industrial user will be contingent upon the
6 Auditor identifying a deficiency in his final report regarding the categorical status of an
7 industrial user and/or associated control mechanism, subject to the City's agreement to
8 correct such deficiency under paragraph 7.2.2 above;
9

10 7.4 For two (2) years from the effective date of this Consent Decree, not later
11 than thirty (30) calendar days after its annual transmission to Ecology, the City will notify
12 Soundkeeper in writing that it may access a copy of its pretreatment program annual
13 report, including current industrial user survey databases and Master List of Businesses at
14 a specified location on the City's website. If, within sixty (60) days of each of these
15 productions, Soundkeeper reasonably questions, in writing, the categorization of any
16 industrial user, the City will consider and respond in writing to Soundkeeper's comments.
17 If the City determines that an industrial user has been improperly categorized, it will
18 modify the permit or control mechanism in a timely manner to address such
19 categorization.
20

21 7.5. For two (2) years from the date of this Consent Decree Soundkeeper may
22 submit a written request for electronic files the City maintains pertaining to a specified
23 industrial user dating back no more than five (5) years from the date of the request. The
24 request shall identify with reasonable specificity the type of electronic records
25 Soundkeeper is seeking. The disclosure of such records shall be subject to the exemptions
26

1 contained within the Public Records Act (Chapter 42.56 RCW). The City will make best
2 effort to provide Soundkeeper with an electronic copy of all records requested under this
3 paragraph within thirty (30) calendar days of receiving such request. Electronic records
4 provided to Soundkeeper under this paragraph shall be without charge.

5
6 7.6 Not later than seventy-five (75) calendar days following the completion of
7 the Audit conducted under paragraph 7.2, or seventy-five (75) calendar days after
8 receiving Ecology's approval under Paragraph 7.2.2, whichever is later, the City will
9 provide a one-day training session to all City employees within its pretreatment program
10 to address correcting deficiencies identified in the Auditor's final report and pretreatment
11 program basics such as: (i) conducting compliance inspections and writing wastewater
12 discharge permits; (ii) pre-inspection activities, inspection procedures, sampling
13 considerations, report writing and the use of inspection checklists; (iii) a summary
14 overview of the scope and the statutory and regulatory framework of the pretreatment
15 program; (iv) determining an industrial user's classification based on the industry's
16 activities and wastestreams and documenting the determination in the fact sheet; (v)
17 describing effluent limitations and the legal and technical considerations involved in
18 developing discharge limitations based on an industrial user's activities and wastestreams
19 and monitoring and reporting requirements, special conditions and standard conditions;
20 and (vi) a summary explanation of the administrative process for issuing, modifying,
21 revoking and terminating pretreatment permits.

22
23
24 7.7 For two (2) years from the effective date of this Consent Decree, within
25 twenty (20) days of the end of each calendar quarter, the City will provide Soundkeeper
26 with a written progress report summarizing the City's activities correcting those

1 deficiencies the Auditor identifies in his final report as necessary to correct to assure
2 compliance with one or more of the Applicable Requirements and complying with the
3 requirements of this Consent Decree over the ending calendar quarter. The progress
4 reports must be sufficiently detailed to allow Soundkeeper to determine whether the City
5 is meeting the terms of this Consent Decree.
6

7 7.8 Not later than eighteen (18) months after the entry of this Consent Decree,
8 the City will develop, host, and conduct a one-day educational training session that will
9 address the application of AKART for industrial users subject to Washington state
10 pretreatment programs. The City will invite staff from each delegated pretreatment
11 program within the state to participate in the training at no cost, except for any travel,
12 food, and lodging, which shall be the responsibility of non-City of Tacoma participants to
13 bear. The objective of the training will be to share and explain the City's pretreatment
14 AKART approach .
15

16 8. Not later than thirty (30) days after the entry of this Consent Decree, the City will
17 pay seventy thousand dollars (\$70,000,00) to the Rose Foundation for a project or projects to
18 improve or protect the water quality of the Commencement Bay watershed as described in
19 **Attachment A** of this Consent Decree. Checks will be made to the order of and delivered to: the
20 Rose Foundation c/o Smith & Lowney, PLLC, 2317 E. John St., Seattle, WA 98112. Payment
21 will include the following reference in a cover letter or on the check: "Consent Decree, Puget
22 Soundkeeper Alliance v. City of Tacoma. A copy of the check and cover letter, if any, will be
23 sent simultaneously to Soundkeeper and its counsel.
24

25 9. Within thirty (30) days of entry of this Consent Decree by the Court, and after
26 having received, reviewed and approved a detailed accounting of Soundkeeper's reasonable

1 litigation fees, expenses, and costs (including reasonable attorney and expert witness fees)
2 incurred in this matter in the amount of FIFTY FOUR THOUSAND FOUR HUNDRED
3 THIRTY FOUR DOLLARS AND SEVENTY FOUR CENTS (\$54,434.74) by check payable
4 and mailed to Smith & Lowney, PLLC, 2317 East John St., Seattle, WA 98112, attn: Richard
5 A. Smith. The City's payment shall be in full and complete satisfaction of any claims
6 Soundkeeper has or may have, either legal or equitable, and of any kind or nature whatsoever,
7 for litigation fees, including fees of any kind, expenses, and costs incurred in the litigation
8 through the entry of this Consent Decree.
9

10 10. For two (2) years from the effective date of this Consent Decree, Soundkeeper
11 may from time to time submit detailed invoices to the City describing the fees it incurred for
12 third-party expert or consultant or attorney review of draft and final auditor reports, and other
13 information received from the City when Soundkeeper reasonably determines that such
14 review is necessary to monitor the City's compliance with this Consent Decree.
15 Soundkeeper's invoice shall describe with reasonable detail the expert or consultant or
16 attorney task(s) that generated the fee. The City will make best efforts to reimburse
17 Soundkeeper within thirty (30) calendar days of receipt of such invoices provided that the
18 total amount paid by the City under this paragraph does not exceed TWENTY THOUSAND
19 DOLLARS (\$20,000).
20

21 11. A force majeure event is any event outside the reasonable control of the City
22 that causes a delay in performing tasks required by this Consent Decree that cannot be cured
23 by due diligence. Delay in performance of a task required by this Consent Decree caused by a
24 force majeure event is not a failure to comply with the terms of this Consent Decree, provided
25 that the City notifies Soundkeeper of the event; the steps that City will take to perform the
26

1 task; the projected time that will be needed to complete the task; and the measures that have
2 been taken or will be taken to prevent or minimize any impacts to the City's sewage treatment
3 systems and receiving water quality resulting from delay in completing the task.

4 The City will notify Soundkeeper of the occurrence of a force majeure event as soon as
5 reasonably possible but, in any case, no later than ten (10) calendar days after the occurrence of
6 the event. In such event, the time for performance of the task will be extended for a reasonable
7 period of time following the force majeure event.
8

9 By way of example and not limitation, force majeure events include

- 10 a. Acts of God, war, insurrection, or civil disturbance;
- 11 b. Earthquakes, landslides, fire, floods;
- 12 c. Actions or inactions of third parties over which City has no control;
- 13 d. Unusually adverse weather conditions;
- 14 e. Restraint by court order or order of public authority;
- 15 f. Strikes;
- 16 g. Any permit or other approval sought by the City from a government
17 authority to implement any of the actions required by this consent decree
18 where such approval is not granted or is delayed, and where the City has
19 timely and in good faith sought the permit or approval; and
20
21 h. Litigation, arbitration, or mediation that causes delay.

22
23 12. This Court retains jurisdiction over this matter until this Consent Decree is
24 terminated as set forth in Paragraph 15 below. Until this Consent Decree terminates, this case
25 may be reopened without filing fee so that the parties may apply to the Court for any further order
26 that may be necessary to enforce compliance with this Consent Decree or to resolve any dispute

1 regarding the terms or conditions of this Consent Decree. Before applying to the Court for an
2 order to enforce compliance or resolve a dispute, the parties must first attempt to resolve the
3 dispute by meeting to discuss the dispute and any suggested measures for resolving the dispute.
4 To initiate dispute resolution, the party invoking dispute resolution must provide written notice to
5 the other party and its counsel of record that a dispute has arisen and request a meeting to attempt
6 resolution. The meeting between the parties should be held as soon as practical but no later than
7 thirty (30) calendar days after the notice of dispute is received by the other party and its counsel
8 of record. If no resolution is reached at that meeting, or within thirty (30) calendar days of the
9 notice, whichever occurs first, either party may file a motion with the Court to resolve the dispute.
10

11 13. An action by Soundkeeper to challenge a City decision not to correct a deficiency
12 or deficiencies identified in the Auditor's final report as necessary to correct to assure compliance
13 with one or more of the Applicable Requirements under Paragraphs 7.2.2, 7.2.2.1 and 7.2.3 shall
14 be brought as a motion to the Court for a declaratory judgment, and shall not include a claim for
15 civil penalties under 33 U.S.C. § 1319, which are settled and released under Paragraph 5 above.
16 Disputes regarding whether the City has corrected such deficiencies will initially be decided in
17 writing by the Auditor and may involve the submission of position papers by the parties. A
18 decision by the Auditor that the City has corrected a deficiency or deficiencies shall be final and
19 not subject to the Court's review. If the Auditor decides that the City has not made such
20 corrections, the City shall have thirty (30) calendar days following receipt of such decision to
21 make necessary corrections in accordance with the implementation procedures in paragraph 7.2.2
22 above. If the City decides not to make such corrections following the Auditor's decision under
23 this paragraph, then it will provide Soundkeeper with written notice of such decision within thirty
24 (30) calendar days of receipt of the Auditor's decision, at which time Soundkeeper may file a
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1 motion for a declaratory judgment in accordance with this paragraph. The provisions of section
2 505(d) of the Clean Water Act, 33 U.S.C. § 1365(d), regarding awards of costs of litigation
3 (including reasonable attorney and expert witness fees) to any prevailing or substantially
4 prevailing party, will apply to any proceedings seeking to enforce the terms and conditions of this
5 Consent Decree.

6
7 14. The parties recognize that, pursuant to 33 U.S.C. § 1365(c)(3), no consent
8 judgment can be entered in a Clean Water Act suit in which the United States is not a party prior
9 to 45 days following the receipt of a copy of the proposed consent judgment by the U.S. Attorney
10 General and the Administrator of the U.S. Environmental Protection Agency (EPA). Therefore,
11 upon the filing of this Consent Decree by the parties, Soundkeeper will serve copies of it upon the
12 Administrator of the EPA and the Attorney General, with copy to the City.

13
14 15. This Consent Decree will take effect upon entry by this Court. It terminates two
15 (2) years and ninety (90) days after that date.

16 16. Both parties have participated in drafting this decree.

17 17. This Consent Decree may be modified only upon the written agreement of the
18 parties and the approval of the Court.

19 18. If for any reason the court should decline to approve this Consent Decree in the
20 form presented, this Consent Decree is voidable at the discretion of either party. The parties
21 agree to continue negotiations in good faith in an attempt to cure any objection raised by the court
22 to entry of this Consent Decree.

23
24 19. Notifications required by this Consent Decree must be in writing. The sending
25 party may use any of the following methods of delivery: (1) personal delivery; (2) registered or
26 certified mail, in each case return receipt requested and postage prepaid; (3) a nationally

1 recognized overnight courier, with all fees prepaid; or (4) e-mail. For a notice or other
2 communication regarding this decree to be valid, it must be delivered to the receiving party at the
3 one or more addresses listed below or to any other address designated by the receiving party in a
4 notice in accordance with this paragraph 19.

5 **if to Puget Soundkeeper Alliance:**

6
7 Katelyn Kinn
8 Puget Soundkeeper Alliance
9 130 Nickerson Street, Suite 107
Seattle WA 98109
email: katelyn@pugetsoundkeeper.org

10 **and to:**

11 Richard Smith
12 Smith & Lowney PLLC
13 2317 East John St.
14 Seattle, WA 98112
email: rasmithwa@igc.org

15 **if to City:**

16 Chris Bacha
17 Chief Civil Deputy Attorney
18 City of Tacoma
747 Market Street, RM 1120
Tacoma, WA 98402
email: cbacha@cityoftacoma.org

19 **and to:**

20 Michael P. Slevin III, P. E.
21 Environmental Services Director
22 City of Tacoma
23 747 Market Street, RM 408
Tacoma, WA 98402
24 email: mslevin@cityoftacoma.org

25 A notice or other communication regarding this Consent Decree will be effective when
26 received unless the notice or other communication is received after 5:00 p.m. on a business day,

1 or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the
2 next business day. A notice or other communication will be deemed to have been received: (a) if
3 it is delivered in person or sent by registered or certified mail or by nationally recognized
4 overnight courier, upon receipt as indicated by the date on the signed receipt; or (b) if the
5 receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a
6 change in address for which no notice was given, then upon that rejection, refusal, or inability to
7 deliver; or (c) for notice provided via e-mail, upon receipt of a response by the party providing
8 notice or other communication regarding this Consent Decree.
9

10 DATED this ____ day of _____, 2016
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13 _____
14 HON. RONALD B. LEIGHTON
15 UNITED STATES DISTRICT JUDGE
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