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EPA--REGION 10

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION X

IN THE MATTER OF:	)	
	)	
Portland Harbor Superfund Site,	)	
Terminal 4	)	**U.S. EPA Docket Number**
Removal Action Area	)	**CERCLA-10-2004-0009**
Portland, Oregon	)	
	)	**Proceeding Under Sections**
PORT OF PORTLAND	)	**104, 106(a), 107, and 122**
	)	**of the Comprehensive**
Respondent.	)	**Environmental Response,**
	)	**Compensation, and**
	)	**Liability Act, as amended,**
	)	**42 U.S.C. §§ 9604, 9606(a),**
	)	**9607 and 9622.**
	)	

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION

AMENDMENT NO. 1

The undersigned hereby unanimously agree that the Administrative Order on Consent effective as of October 2, 2003, is amended as follows:

CAPTION

The title of the Administrative Order on Consent is amended to "Administrative Settlement Agreement and Order on Consent for Removal Action," hereinafter "Settlement Agreement." Any references in the Administrative Order on Consent effective as of October 2, 2003 to "Order" shall be construed to mean "Settlement Agreement."

I. JURISDICTION AND GENERAL PROVISIONS

Paragraph 5, of Section I is amended to add the following text at the end:

EPA has entered into a Memorandum of Understanding for the Portland Harbor Site (the "MOU") with, among others, the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes of Siletz Indians of Oregon, 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 Tribal Governments") to acknowledge the federal government's consultation requirements concerning the Portland Harbor Superfund Site, and to ensure the Tribal Governments' participation in the response actions at the Portland Harbor Superfund Site, including early actions. This Administrative Settlement resolves the funding of tribal participation in the Terminal 4 removal action, subject to the rights reserved and dispute resolution process outlined herein, in light of tribal rights under CERCLA to be involved in CERCLA response activities assured by CERCLA §126, 42 U.S.C. § 9626, and the variety of legal mechanisms available to accomplish such involvement, including but not limited to, CERCLA §§ 104(c)(2), 104(d) and 107(a), 42 U.S.C. §§ 9604(c)(2), 9604(d) and 9607(a).

III. DEFINITIONS

The following definition of "Tribal Response Costs" is added to Section III.:

t. "Tribal Response Costs" shall mean all direct and indirect costs that the Tribal Governments and their employees, agents, contractors, consultants and other authorized

representatives will incur in coordinating and consulting with EPA in conjunction with EPA's planning and implementation of this Settlement Agreement. Tribal response costs include review of plans, reports, assessments and notes; development of common positions and coordination among the Tribes; briefings to tribal leaders and tribal communities; and scoping, planning and negotiating this Settlement Agreement and budgets, which categories of costs are not inconsistent with the NCP, 40 C.F.R. Part 300, are recoverable response costs pursuant to Sections 104 and 107 of CERCLA, 42 U.S.C. §§ 9604 and 9607, and are required to be paid by this Settlement Agreement, subject to the rights reserved in the dispute resolution provisions of Section XVI to challenge specific items of Tribal Response Costs.

IX. ACCESS/INSTITUTIONAL CONTROLS

Paragraph 26 of this Section is amended to read as follows:

26. If any portion of the Terminal 4 Removal Action Area, or any other property where access is needed to implement this Settlement Agreement, is owned and controlled by Respondent, Respondent shall, commencing on the Effective Date, provide EPA and its representatives, including contractors, with access at all reasonable times to the Terminal 4 Removal Action Area, or such other property, for the purpose of conducting any activity related to this Settlement Agreement. Respondent shall, commencing on the Effective Date and, after reasonable advance written notice unless accompanied by EPA or DEQ, provide the designated representatives of Tribe Governments, and their representatives, including contractors, with access at all reasonable times to the RAA, or such other property, for the purpose of consulting on the Work required under this

Settlement Agreement, or in the case of cultural resource issues, overseeing the Work required under this Settlement Agreement. All Tribal Government representatives will be responsible for adhering to their health and safety protocols, and any specific precautions Respondent provides. If after the removal action is complete restrictions on the use of Respondent's property, including the beds or banks of the slips or Willamette River, is necessary to maintain the removal action or avoid exposure to hazardous substances, pollutants or contaminants, Respondent shall take any and all actions to establish, implement, and maintain the necessary institutional controls. Respondent shall establish, implement, and maintain the necessary institutional controls on the schedule and for the duration provided in the EE/CA and/or any work plans or reports developed under this Settlement Agreement.

XV. PAYMENT OF FUTURE RESPONSE COSTS

Paragraph 40. is retitled as follows: Payment of EPA Future Response Costs.

Paragraph 41. is amended and now reads as follows:

41. The total amount to be paid to EPA by Respondent under this Settlement Agreement shall be deposited in the Portland Harbor Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the Hazardous Substance Superfund.

Paragraphs 42. and 43. are combined. Paragraph 42. is divided into two subparagraphs, a. and b., and reads as follows:

42. a. If payments for Future Response Costs are not made within 30 days of Respondent's receipt of a bill, Respondent shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue on the date of Respondent's receipt of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

b. Consistent with the dispute resolution provisions in Section XVI of this Settlement Agreement, Respondent may dispute all or part of a bill for Future Response Costs submitted under this Settlement Agreement, if Respondent alleges that EPA has made an accounting error, or if Respondent alleges that a cost item is inconsistent with the NCP, or billed costs are outside the scope of this Settlement Agreement. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs to EPA as specified in this Section on or before the due date. Within the same time period, Respondent shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondent shall simultaneously transmit a copy of both checks to the persons listed in this Section above, together with a copy of the correspondence that established and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial

balance of the escrow account. Respondent shall instruct the bank that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 10 days after the dispute is resolved.

Paragraph 43. is amended to read as follows:

43. a. Payment of Past Tribal Response Costs Upon execution by Respondent of this Amendment to the AOC, Respondent shall pay to the respective Tribal Governments all past Tribal Response Costs actually incurred by those Tribal Governments through July 31, 2005, not to exceed $150,000 for all Tribal Governments and their contractors. Documentation of these past response costs may be in whatever format was used at the time the costs were incurred.

43. b. Payment of Future Tribal Response Costs.

(i.) After the effective date of this amended Settlement Agreement, Respondent shall pay the Tribal Governments, in advance, for Tribal Response Costs incurred pursuant to this Settlement Agreement for the period beginning August 1, 2005.

(ii.) Within thirty (30) days of the effective date of this amended Settlement Agreement, and at the same time each year thereafter until EPA issues a notice of completion of Work, Respondent and the Tribal Governments shall meet to discuss the work to be performed under this Settlement Agreement for the twelve month period following the effective date and to negotiate an estimated annual budget for Tribal Response Costs. The Tribal Governments shall develop, either individually or collectively, reasonable estimated budgets (with appropriate contingency) for Tribal Response Costs. The budgets shall separately identify anticipated costs for each Tribal Government and the shared technical consultant. The budgets shall separately identify the activities to be performed with an estimate of costs associated with such types of

activities. Within thirty (30) days of the date of Respondent's written notification to the Tribal Governments of Respondent's approval of the budgets, either individually or collectively, and at the same time each year thereafter until EPA issues a Notice of Completion of Work, Respondent shall remit a check for the amount identified in the approved budgets that represents the annual Tribal Response Costs for the following year, payable to the corresponding Tribal Government at the appropriate address. The amount identified for the shared technical consultant shall be sent to the Confederated Tribes of the Umatilla Indian Reservation. Respondent and the Tribal Governments reserve all rights and claims they may have regarding any amounts in the budgets not approved by Respondent. Respondent reserves all rights, privileges and defenses it may have to challenge and/or defend such claims. All claims arising from and related to unpaid Tribal Response Costs shall be brought in the United States District Court for the District of Oregon. The addresses of the Tribal Governments are as follows:

The Confederated Tribes of the Grand Ronde Community of Oregon

Attn: Accounting Department
The Confederated Tribes of the Grand Ronde Community of Oregon
9615 Grand Ronde Road
Grand Ronde, Oregon 97347

The Confederated Tribes of Siletz Indians of Oregon

Attn: Karen Bell
Accounting Department
The Confederated Tribes of Siletz Indians of Oregon
P.O. Box 549
Siletz, Oregon 97380

The Confederated Tribes of the Umatilla Indian Reservation

Attn: Accounts Receivable, Finance Department
The Confederated Tribes of the Umatilla Indian Reservation
P.O. Box 638

Pendleton, Oregon 97801

The Confederated Tribes of the Warm Springs Reservation of Oregon

Attn: Finance Department
The Confederated Tribes of the Warm Springs Reservation of Oregon
P.O. Box C
Warm Springs, Oregon 97761

The Nez Perce Tribe

Attn: Office of Legal Counsel
The Nez Perce Tribe
P.O. Box 305
Lapwai, Idaho 83540

The Confederated Tribes and Bands of the Yakama Nation

Central Accounting
The Confederated Tribes and Bands of the Yakama Nation
P.O. Box 151
Toppenish, WA 98948

(iii.) The Tribal Governments, either individually or collectively, shall provide annually supporting documentation to the Respondent for Tribal Response Costs reimbursed by the Respondent. The Tribal Governments' supporting documentation shall consist of the documentation set forth in Appendix C, which shall include Tribal personnel timesheets; travel expense reports and documentation; and contractor invoices.

(iv.) In the event that the Tribal Governments, either individually or collectively, have overestimated the amount of funding required for a twelve-month period and the Respondent has paid more than the amount of Tribal Response Costs incurred for work during such twelve-month period, the Tribal Governments, either individually or collectively, shall apply such overpayments to reimburse Tribal Response Costs in the following twelve-month period. To the extent that the Tribal Governments, either individually or collectively,

have incurred Tribal Response Costs in addition to the estimated budget for the twelve-month period, the additional costs shall be included in the estimate for the subsequent twelve-month period. At the completion of the work under this Settlement Agreement, all unexpended funds advanced to the Tribal Governments, either individually or collectively, for Tribal Response Costs shall be refunded to Respondent.

(v.) Following the receipt of support documentation provided in Subsection (b.)(iii.) above, Respondent may dispute all or a portion of Tribal Response Costs reimbursed or not approved by Respondent during the previous twelve-month period under this Settlement Agreement, if Respondent alleges that the Tribal Government has made an accounting error, if Respondent alleges that a cost item is inconsistent with the NCP, if Respondent alleges that a cost item is not within the scope of the budget identified in Subsection (b)(ii) of this Settlement Agreement, or if Respondent alleges that the Tribal Government failed to provide the documentation required in Subsection (b.)(iii.) above, Respondent shall identify any disputed costs and the basis for its objection. Respondent shall bear the burden of establishing facts in support of its allegations. Respondent, in its sole discretion, may choose to invoke the dispute resolution provisions of Section XVI, provided that Respondent's notice of its objections under Paragraph 44 shall be made to the appropriate Tribal Government, in addition to EPA, and the appropriate Tribal Government shall prepare a written response to Respondent's written objections. EPA shall make the final decision on the dispute subject to the rights reserved by Respondent and the Tribal Governments in this Settlement Agreement. Nothing in this Paragraph shall in any way be construed to limit the rights of the Tribal Governments to seek to recover response costs incurred by the Tribal Governments related to this Settlement Agreement

and not reimbursed by Respondent, and for natural resource liability. Nothing in this Paragraph shall in any way be construed to limit any rights, privileges and defenses Respondent may have to challenge and/or defend claims arising from or related to unpaid Tribal response costs or natural resource liability. All claims arising from and related to Tribal response costs and natural resource liability shall be brought in the United States District Court for the District of Oregon.

XVI. DISPUTE RESOLUTION

Paragraph 44 of this Section is amended to read as follows:

44. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally. In accordance with Paragraph 43b.(v.) of this Settlement Agreement, the appropriate Tribal Government shall provide written response to Respondent's disputes about Tribal Response Costs, and Respondent and the appropriate Tribal Government will engage in negotiations to resolve disputes in accordance with Paragraph 45. below. EPA will be the final decision maker pursuant to Paragraph 46 below.

XXIII. CONTRIBUTION

Paragraphs 72, 73, and 74 are amended to read as follows:

72. (a) The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that

Respondent is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs and Tribal Response Costs paid hereunder related to the Terminal 4 Removal Action Area only. Nothing in this Settlement Agreement precludes the United States, Tribal Governments or Respondent from asserting any claims, causes of action, or demands against any persons not parties to this Settlement Agreement for indemnification, contribution, or cost recovery. Nothing herein diminishes the right of the United States or Tribal Governments, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

(b) The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondent has, as of the Effective Date, resolved its liability to the United States and to the Tribal Governments for the matters addressed in this Settlement Agreement, subject to the rights retained and dispute resolution provisions outlined herein.

73. Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Settlement Agreement, it will notify EPA and the Tribal Governments in writing no later than 60 days prior to the initiation of such suit or claim. Respondent further agrees that with respect to any suit or claim for contribution brought against them for matters related to this Settlement Agreement, it will notify EPA and the Tribal Governments in writing within 10 days of service of the complaint on it. In addition, Respondent shall notify EPA and the Tribal

Governments within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial. Upon receipt of notice from Respondent, the Tribal Governments have indicated that they will reasonably cooperate with Respondent's contribution actions, so long as it is at no cost to the Tribes, is not adverse to other Tribal positions and does not infringe upon Tribal sovereignty.

74. In any subsequent administrative or judicial proceeding initiated by the United States or the Tribal Governments for injunctive relief, recovery of response costs, or other appropriate relief relating to the Terminal 4 Removal Action Area, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the Tribal Governments in the subsequent proceeding were or should have been addressed in this Settlement Agreement; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in this Settlement Agreement.

XXIX. SEVERABILITY/INTEGRATION/APPENDICES

Paragraph 89 is amended to add an Appendix to the to the Consent Settlement Agreement:

c. Appendix C: T-4 Billing Documentation Categories

XXXI. NOTICES AND SUBMISSIONS

Paragraph 91. is amended and now includes the following updated list of agency and Tribal Government contacts and addresses:

b. Three (3) copies of documents to be submitted to EPA shall be forwarded to:

Sean Sheldrake
U.S. Environmental Protection Agency
1200 Sixth Avenue, ECL-111
Seattle, Washington 98101

Respondent shall also submit such documents in electronic form to sheldrake.sean@epa.gov or via CD-ROM.

c. One (1) hardcopy of documents or electronic file shall be submitted to DEQ:

James M Anderson
DEQ Northwest Region
2020 SW Fourth Ave, Suite 400
Portland, Oregon 97201
anderson.jim@deq.state.or.us

d. One (1) hardcopy of documents or electronic file shall be submitted to Oregon Department of Fish & Wildlife:

Rick Kepler
Oregon Department of Fish & Wildlife
2501 SW First Avenue
Portland, Oregon 97207
rick.j.kepler@state.or.us

e. One (1) hardcopy of documents or electronic file shall be submitted to NOAA:

Rob Neely
Coastal Resources Coordination
c/o EPA Region 10
1200 Sixth Avenue (MS ECL-117)
Seattle, WA 98101
neely.rob@epg.gov

Dr. Nancy Munn
NOAA Fisheries
525 NE Oregon Street, Suite 500

Portland, Oregon 97232-2737
nancy.munn@noaa.gov

f. One (1) hardcopy of documents or electronic file shall be submitted to USFW:

Jeremy Buck
US Fish & Wildlife
2600 SE 98th Avenue, Suite 100
Portland, Oregon 97266
jeremy_buck@r1.fws.gov

Kemper McMaster, State Supervisor
U.S. Fish and Wildlife Service
Oregon Fish and Wildlife Office
2600 SE 98th Ave., Suite 100
Portland, Oregon 97266
Kemper_McMaster@fws.gov

g. One (1) hardcopy of documents or electronic file shall be submitted to U.S. Department of Interior:

Preston Sleeger
Regional Environmental Officer
Pacific Northwest Region
500 NE Multnomah St., Suite 356
Portland, Oregon 97232
reopn@mindspring.com

h. One (1) hardcopy of documents or electronic file shall be submitted to Confederated Tribes of the Warm Springs Reservation of Oregon:

Brian Cunninghame
5520 Skyline Drive
Hood River, Oregon 97031
cunninghame@gorge.net

i. One (1) hardcopy of documents or electronic file shall be submitted to Confederated Tribes and Bands of the Yakama Nation:

Paul Ward
Yakama Nation
Fisheries Management Program
P.O. Box 151
4690 SR 22
Toppenish, Washington 98948
pward@yakama.com

j. One (1) hardcopy of documents or electronic file shall be submitted to Confederated Tribes of the Grand Ronde Community of Oregon:

Jeff Baker
Confederated Tribes of the
Grand Ronde Community of Oregon
47010 SW Hebo Road
Grand Ronde, Oregon 97347
Jeff.baker@grandronde.org

k. One (1) hardcopy of documents or electronic file shall be submitted to Confederated Tribes of the Siletz Indians:

Tom Downey
Environmental Specialist
Confederated Tribes of the Siletz Indians
P.O. Box 549
Siletz, Oregon 97380
tomd@ctsi.nsn.us

l. One (1) hardcopy of documents or electronic file shall be submitted to Confederated Tribes of the Umatilla Indian Reservation:

Audie Huber
Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
73239 Confederated Way
Pendleton, Oregon 97801
audiehuber@ctuir.com

m. One (1) hardcopy of documents or electronic file shall be submitted to Nez Perce Tribe:

Erin Madden
Attorney at Law
917 SW Oak, Suite 414
Portland, OR 97205

n. One (1) hardcopy of documents or electronic file shall be submitted to Environment International Ltd.:

Jean Lee, PE
Environment International Ltd.
5505 34th Avenue, N.E.
Seattle, Washington 98105
Jean.lee@envintl.com

ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT, DOCKET NO. CERCLA 10-2004-0009 AMENDMENT NO. 1 IS APPROVED AND ORDERED

Issued this 7th day of September, 2005

BY: _____:
Sylvia Kawabata, Manager
Site Assessment and Environmental Cleanup Unit #2

For purposes of making the relevant findings and conclusions of law contained in the October 2, 2003 Settlement Agreement to issue an order under Section 311(e) of the Clean Water Act:

BY: _____:
Michael A. Bussell, Director
Office of Compliance and Enforcement

RESPONDENT hereby consents to the issuance of this Amended Administrative Settlement Agreement and Order on Consent, and agrees to abide by each and every provision to Administrative Order on Consent, Docket No. CERCLA 10-2004-0009, as amended herein.

For Respondent Port of Portland

BY: _____ DATE OF EXECUTION: 9/7/2005
Name:
Title:

Attachment 1

Tribal Cost Documentation Template

Summary of Arkema Removal Action Costs Incurred for FY__ for the Tribes

Tribe	Cost Incurred
Grand Ronde	$0.00
Nez Perce	$0.00
Siletz	$0.00
Umatilla	$0.00
Warm Springs	$0.00
Yakama	$0.00
Tribal Total Costs	**$0.00**
Shared Consultant Total Costs	**$0.00**
Overall Total Costs	**$0.00**
Amount Budgeted	**$0.00**
Funds to be rolled over to FY__	**$0.00**

Summary Chart of Arkema Removal Action Cost Documentation for FY__ for the Six Tribes

Tribe	Staff	Month												Total Time	Rate	Totals
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep			
Grand Ronde	Employee - hrs.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	X	$0.00
	Employee Expenses ($)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A	N/A	$0.00
															Tribe total:	*$0.00*
Nez Perce	Employee - hrs.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	X	$0.00
	Employee Expenses ($)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A	N/A	$0.00
															Tribe total:	*$0.00*
Siletz	Employee - hrs.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	X	$0.00
	Employee Expenses ($)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A	N/A	$0.00
															Tribe total:	*$0.00*
Umatilla	Employee - hrs.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	X	$0.00
	Employee Expenses ($)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A	N/A	$0.00
															Tribe total:	*$0.00*
Warm Springs	Employee - hrs.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	X	$0.00
	Expenses ($)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A	N/A	$0.00
															Tribe total:	*$0.00*
Yakama	Employee - hrs.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	X	$0.00
	Expenses ($)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	N/A	N/A	$0.00
															Tribe total:	*$0.00*
															FY__ Arkema Removal Action Costs for the Tribes:	**$0.00**

FY__ Arkema Removal Action Tribal Expense Report

Employee A

Date(s)	Amount	Description
October	$0.00	Mileage, Parking, Per Diem
November	$0.00	Mileage, Parking, Per Diem
December	$0.00	Mileage, Parking, Per Diem
^^^

Environment International Ltd.
5505 34th Avenue NE
Seattle, WA 98105

INVOICE

DATE	INVOICE #

BILL TO:

Contract Number

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
Employee	Consulting Services (Detail Attached)	X	X	$0.00
Copying		X	X	$0.00
Expenses	Detail Attached	X	X	$0.00
		Total	**$0.00**	

Time by JOB DETAIL
XXXXX XX, XXXX through XXXXX XX, XXXX {dates}

Date	Name	Duration	Class
Arkema/Atofina			
Engineering Evaluation/Cost Analysis Work Plan			
Sr. Associate			
xx/xx/xxxx	Employee A	0.00	Calls/Mtgs Arkema
xx/xx/xxxx	Employee B	0.00	Calls/Mtgs Partner
xx/xx/xxxx	Employee C	0.00	Calls/Mtgs Tribal
Total Sr. Associate		0.00	
Analyst			
xx/xx/xxxx	Employee A	0.00	Doc Prep
xx/xx/xxxx	Employee B	0.00	Doc/data review
xx/xx/xxxx	Employee C	0.00	Doc/Logistical Mngmt
Total Analyst		0.00	
Removal Action Area Characterization Report(s)			
Sr. Associate			
xx/xx/xxxx	Employee A	0.00	Meeting
xx/xx/xxxx	Employee B	0.00	Planning/Analysis
xx/xx/xxxx	Employee C	0.00	T/C
Total Sr. Associate		0.00	
Analyst			
xx/xx/xxxx	Employee A	0.00	Calls/Mtgs Arkema
xx/xx/xxxx	Employee B	0.00	Calls/Mtgs Partner
xx/xx/xxxx	Employee C	0.00	Calls/Mtgs Tribal
Total Analyst		0.00	
Total Arkema/Atofina:		0.00	
TOTAL		0.00	

Shared Consultant FY__ Arkema Removal Action
Expenses

Expense Reports	
Employee 1	$0.00
Employee 2	$0.00
Employee 3	$0.00
Subtotal	$0.00
Hotel	$0.00
Subtotal	$0.00
Cab	$0.00
Tribal Working Lunch	$0.00
Phone	$0.00
Shipping	$0.00
Subtotal	$0.00
Total	$0.00

ENVIRONMENT INTERNATIONAL Ltd.

EXPENSE REPORT

Name:
Destination/ Purpose of Trip:

Travel Date(s)											Totals	Actg.
Lodging Location												
Job Name												
Expense Items												
1. Lodging											$ -	
2. Meals - Employee											$ -	
3. Reimbursible Meals											$ -	
4. Meals- Business											$ -	
5. Gratuities											$ -	
6. Fares, Tolls, Parking											$ -	
7. Car Rental											$ -	
8. Communications											$ -	
9. Office Supplies											$ -	
10. Other Expense											$ -	
11. Other Expense											$ -	
12. Airline/Travel											$ -	
13. Mileage:											$ -	
14. U.S. Dollar Equivalent Converted											$ -	
TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ - $ -	

Business Meal Description

Date	Restaurant	Location	Name(s) of Guests	Title(s)	Company	Business Purpose

Remarks (explain amounts included in 10&11)

Photocopies of documents

Employee Signature: _____ Date _____

Approving Authority: _____