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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,)
)
)
 Plaintiff,)
)
)
 v.)
)
 TRIDENT SEAFOODS CORPORATION))
)
 Defendant.)

No.
CONSENT DECREE

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I. BACKGROUND

1. Plaintiff United States of America, on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this action against defendant Trident Seafoods Corporation ("Trident") pursuant to Section 309 the Clean Water Act ("CWA"), 33 U.S.C. § 1319.

2. The United States' complaint alleged that Trident violated Section 301(a) of the CWA, 33 U.S.C. § 1311(a), and violated conditions and limitations of the National Pollutant Discharge Elimination System ("NPDES") permits issued to Trident by the EPA under Section 402 of the CWA, 33 U.S.C. § 1342(a), more than 480 times at fourteen of its Alaska facilities. The United States alleged the following facility-specific violations of general and/or facility-specific NPDES permits:

- (a) Multiple violations at the Naknek Facility, including: submittal of incomplete and inaccurate Notices of Intent ("NOIs"), discharge of fish waste greater than ½ inch, failure to route fish waste properly through its waste conveyance system, failure to conduct thorough and accurate monitoring, failure to implement a Best Management Practices ("BMP") Plan, and failure to provide accurate annual reports.
- (b) Multiple violations at the M/V Bountiful Facility, including: unauthorized discharges of seafood waste, failure to submit timely, complete or accurate annual reports, and failure to submit notices of noncompliance;
- (c) Multiple violations at the M/V Alaska Packer Facility, including: failure to monitor the seafloor, unauthorized discharges into water bodies with depths less than 60 feet, and failure to submit timely or complete annual reports;

- (d) Multiple violations at the M/V Arctic Enterprise Facility, including: unpermitted discharge of over five million pounds of salmon processing waste into Prince William Sound in 2005, unpermitted discharge of surimi waste within one nautical mile of shore, failure to monitor the seafloor for harm resulting from discharges, failure to update BMP Plan, and failure to submit an accurate annual report;
- (e) Multiple violations at the M/V Pribilof Facility, including: unpermitted discharges into receiving water that is shallower than 60 feet, or within one nautical mile of national wildlife refuges, failure to develop and implement a BMP Plan, failure to monitor the seafloor and failure to submit complete or accurate annual reports;
- (f) Multiple violations at the M/V Independence Facility, including: unpermitted discharges of millions of pounds of fish waste, failure to submit complete and accurate annual reports, failure to monitor waste grinder, failure to develop and implement BMP Plan, and failure to monitor the seafloor;
- (g) Multiple additional violations at the M/V Independence Facility for discharging without an NPDES Permit for at least twenty three days;
- (h) Multiple violations at the M/V Seattle Enterprise Facility, including: unpermitted discharges of fish waste, failure to submit complete or accurate annual reports, and failure to develop, implement, and update its BMP Plan;
- (i) Multiple violations at the M/V Aleutian Falcon Facility, including: unpermitted discharges, failure to submit complete or accurate annual reports, and failure to monitor the seafloor;

- (j) Multiple violations at the Sand Point Facility, including: unpermitted discharge, failure to conduct daily shoreline monitoring, failure to collect effluent samples, and failure to follow sampling procedures, failure to implement required BMP Plan, and failure to submit complete or accurate annual reports;
- (k) Multiple violations at the Akutan Facility, including: discharging without a permit, failure to submit an annual report, failure to collect pH, chlorine, flow, temperature, BOD, and total suspended solids samples, and failure to monitor the seafloor; exceedance of one acre zone of deposit limit;
- (l) Multiple violations at the St. Paul Facility, including: unpermitted discharges, failure to collect effluent samples, failure to perform biological and shoreline monitoring, accumulation of seafood processing waste and waste residues on seafloor, failure to submit complete or accurate monthly reports, and failure to respond to a CWA Section 308 Request for Information;
- (m) Multiple violations at the Kodiak Facility, including: failure to submit timely Discharge Monitoring Reports (“DMRs”), exceedance of effluent limits, failure to follow sampling procedures, failure to develop and implement quality assurance/quality control plan (“QA/QC”), failure to implement required BMP Plan, and failure to conduct shoreline monitoring.
- (n) Multiple violations at the Ketchikan Facility, including exceedance of one acre zone of deposit limit.
- (o) Multiple violations at the Cordova Facility, including: exceedance of one acre zone of deposit limit; unpermitted discharges; failure to conduct daily inspections, and failure to adequately develop and implement BMP plan.

3. The United States and Trident agree, and the Court finds by entering this Consent Decree, that this Decree has been negotiated in good faith, that implementation of this Decree will avoid prolonged and complicated litigation between the parties, and that this Decree is fair, adequate, reasonable, consistent with applicable law, and in the public interest.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED that:

II. JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345, because this is a civil action commenced by the United States that arises under the laws of the United States, and pursuant to 28 U.S.C. § 1355, because this is an action in part for the recovery of a penalty incurred under an act of Congress.

5. Venue is proper in this District under section 309(b) of the CWA, 33 U.S.C. § 1319(b), because the Defendant is located and is doing business in this judicial district.

6. Solely for the purposes of this Consent Decree and the underlying complaint, Trident waives all objections and defenses that it may have to the jurisdiction of this Court, venue in this District, or service of process. Trident shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. Trident also agrees that the complaint, filed concurrently with the lodging of this Consent Decree, states claims upon which relief may be granted against Trident.

III. APPLICABILITY

7. The obligations of this Consent Decree apply to and are binding upon Trident and any successors, assigns, or other entities or persons otherwise bound by law.

8. No transfer of ownership or operation of any Facility identified in the United States' complaint, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Trident of its obligation to ensure that the terms of this Decree are implemented. At least 30 days prior to any such transfer, Trident shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 10 and the United States Department of Justice, in accordance with Section XVI (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

9. Trident shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Trident shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

10. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

IV. DEFINITIONS

11. Unless otherwise specified, the terms in this Consent Decree shall have the same meaning as provided in the CWA, 33 U.S.C. §§ 1251, et seq., the corresponding regulations promulgated thereunder at 40 C.F.R. § 122, and in Trident's NPDES Permits.

12. "Akutan Facility" shall mean Trident's seafood processing facility located in the Aleutian chain, a short distance from the port of Dutch Harbor, and all related property, equipment, outfalls and facilities.

13. "Cordova Facility" shall mean Trident's seafood processing facility located in North Cordova, Alaska, and all related property, equipment, outfalls and facilities.

14. "Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday or federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday or federal holiday, the period shall run until the close of business of the next working day.

15. "Effective Date" shall be the effective date of this Consent Decree, as provided in Paragraph 9, below.

16. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

17. "Ketchikan Facility" shall mean Trident's seafood processing facility located in Ketchikan, Alaska, and all related property, equipment, outfalls and facilities.

18. "Kodiak Facility" shall mean Trident's seafood processing facility located in Kodiak, Alaska, a shore-based facility consisting in part of the Star of Kodiak, a permanently moored World War II Liberty Ship that has been converted for seafood production, and all related property, equipment, outfalls and facilities.

19. "M/V Alaska Packer Facility" shall mean Trident's 338 foot long vessel that processes herring and salmon, and all related property, equipment, outfalls and facilities.

20. "M/V Aleutian Falcon Facility" shall mean Trident's 206 foot long vessel that processes crab, herring and salmon, and all related property, equipment, outfalls and facilities.

21. "M/V Arctic Enterprise Facility" shall mean Trident's 338 foot long vessel that processes pollock, cod, salmon and yellow fin sole, and all related property, equipment, outfalls and facilities.

22. "M/V Bountiful Facility" shall mean Trident's 165 foot long vessel that processes cod and crab, and all related property, equipment, outfalls and facilities.

23. "M/V Independence Facility" shall mean Trident's 356 foot long vessel that processes cod, crab and salmon, and all related property, equipment, outfalls and facilities.

24. "M/V Pribilof Facility" shall mean Trident's 222 foot long vessel that processes herring and salmon, and all related property, equipment, outfalls and facilities.

25. "M/V Seattle Enterprise Facility" shall mean Trident's 270 foot long factory trawler that processes pollock, hake, and cod, and all related property, equipment, outfalls and facilities.

26. "Naknek Facility" shall mean Trident's seafood processing facility located in Naknek, Alaska, along the Naknek River, and all related property, equipment, outfalls and facilities.

27. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral.

28. "Parties" shall mean the United States and Trident.

29. "Sand Point Facility" shall mean Trident's seafood processing facility located on Popof Island in the Shumagin Islands, 580 miles southwest of Anchorage, Alaska, and all related property, equipment, outfalls and facilities.

30. "Seafood processing waste" shall mean the waste fluids (including, but not limited to, stickwater [for purposes of this Consent Decree, "stickwater" shall mean the wastewater generated during the production of fish meal]), organs, flesh, bones, eggs, and chitinous shells produced in the conversion of aquatic animals from a raw form to a marketable form.

31. "Seafood processing waste residues" shall mean the floating solids, debris, sludge, deposits, foam, wastewater and scum produced in the processing of raw seafood to finished product.

32. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

33. "Scope of Work" (SOW) shall mean the description of the investigative and remedial activities contemplated by the Consent Decree and detailed in the attachments hereto. Each of the SOWs is incorporated by reference herein.

34. "St. Paul Facility" shall mean Trident's seafood processing facility located on St. Paul, one of two Pribilof Islands which sit in the middle of the Bering Sea, approximately 600 miles southwest of Anchorage, and all related property, equipment, outfalls and facilities.

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

36. "Work Plan" shall mean the deliverable describing the field sampling plan, quality assurance project plan, and other elements of work, required by the attached SOWs.

37. "Zone of Deposit" shall mean the area of accumulated seafood processing waste and/or residues on the seafloor. Each Zone of Deposit will be determined in accordance with the methodology contained in the SOWs.

38. "Zone of Impact" shall mean the area in which the ecology of the benthic environment has been adversely affected due to the discharge of seafood processing waste and/or residues. Each Zone of Impact will be determined in accordance with the methodology contained in the SOWs.

V. GENERAL PROVISIONS

39. All activities undertaken by Trident pursuant to this Consent Decree shall be performed in accordance with the requirements of all applicable federal, state, and local laws, regulations and permits.

40. This Consent Decree is not, and shall not be construed to be, a permit, or a waiver or modification of any permit issued pursuant to any federal, state, or local law. This Decree does not relieve Trident of any obligation to apply for, obtain, and comply with requirements of any new or existing NPDES permits.

VI. CIVIL PENALTY

41. Within seven (7) days after this Consent Decree is lodged with the Court, Trident shall deposit the civil penalty of \$ 2.5 million into an interest bearing escrow account that Trident shall establish in a federally chartered bank. Within thirty (30) days after the Effective Date of this Decree, the full amount in the escrow account, including all accrued interest, shall be transferred to the United States in accordance with Section XVI ("Payments to the United States").

42. In the event that the civil penalty set forth in Paragraph 41, above, is not paid within thirty (30) days after the Effective Date of this Consent Decree, Trident shall pay the civil

penalty and all accrued interest from the escrow account, plus interest on the civil penalty from the thirtieth day after the Effective Date to the date of payment, at the statutory judgment rate set forth at 28 U.S.C. § 1961(a), and, if incurred, the costs of enforcement and collection pursuant to the Federal Debt Collection Procedure Act, 28 U.S.C. §§ 3001 et seq. In addition to the foregoing, Trident shall be liable to pay a stipulated penalty, in accordance with Section XIII hereof, for each day that the civil penalty is unpaid following the thirtieth (30th) day after the Effective Date.

43. Trident shall not deduct the civil penalty, any interest thereon, or any stipulated penalties assessed pursuant to this Consent Decree in calculating its federal, state, or local income tax. The United States shall be deemed a judgment creditor for purposes of collection of any penalties under this Decree.

VII. INJUNCTIVE RELIEF

44. At the Akutan Facility, Trident shall install and operate source reduction techniques, conduct pilot remediation studies, monitor benthic recovery, and remediate the seafood waste pile, for the purpose of reducing the size of the ZOI associated with the Facility by 50% not later than December 31, 2017, and by 90% not later than December 31, 2022, in accordance with the specifications set forth in the statement of work (“SOW”) attached hereto as Attachment A.

45. At the Naknek Facility, Trident shall construct and operate a fishmeal plant in order to eliminate its discharge of seafood processing waste (except for stickwater) and seafood processing waste residues, not later than June 1, 2015, in accordance with specifications set forth in the SOW attached hereto as Attachment B.

46. At the St. Paul Facility, beginning in 2012, Trident shall not discharge seafood processing waste or seafood processing waste residues during the summer season of May 15 to November 16.

47. At the Ketchikan Facility, Trident shall reduce its discharge of seafood processing waste and seafood processing waste residues, monitor benthic recovery, and remediate the seafood waste pile, as necessary to reduce the ZOD and the ZOI to 0.5 acre or less not later than September 1, 2014, in accordance with specifications set forth in the SOW attached hereto as Attachment C.

48. At the Cordova Facility, Trident shall reduce its discharge of seafood processing waste and seafood processing waste residues, monitor benthic recovery, and remediate the seafood waste pile, in accordance with specifications set forth in the SOW attached hereto as Attachment C.

49. For the duration of this Consent Decree, during any calendar year in which Trident discharges seafood processing waste or seafood processing waste residues into Starrigavan Bay in Sitka, Alaska, Trident shall perform annual dive surveys. Trident shall describe the methodology for conducting a dive survey in a work plan submitted to EPA at least 60 days before the initial dive survey. If a dive survey determines that the Zone of Deposit has attained the size of 0.75 acre, Trident shall conduct a benthic assessment within one (1) year of the dive survey giving rise to that determination. In that event, Trident shall submit a work plan for the benthic assessment to EPA for approval, at least 90 days prior to commencement of the benthic assessment. Review and approval of plans will be conducted in accordance with Section VIII of the Consent Decree.

VIII. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

50. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Consent Decree, by written notice to Trident EPA shall: (a) approve the submission in whole or in part; (b) approve the submission upon specified conditions; (c) modify the submission and approve the submission as modified; (d) disapprove the submission in whole or in part, directing that Trident modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Trident at least one notice of deficiency and an opportunity to cure within thirty days or such other reasonable time as EPA may determine, except where to do so would cause serious disruption to the work being conducted pursuant to this Consent Decree or where previous submission(s) have been disapproved due to the same or similar material defects.

51. In the event of approval, approval upon conditions, or modification and approval by EPA, pursuant to Subparagraph 50(a), (b), (c) or (e), Trident shall proceed to take any action required by the plan, report or other deliverable, as approved by EPA subject only to Trident's right to invoke the Dispute Resolution procedures set forth in Section XII (Dispute Resolution) with respect to the modifications or conditions made by EPA. Following EPA approval or modification of a submission or portion thereof, Trident shall not thereafter alter or amend such submission or portion thereof unless directed by EPA. Where a submittal is defective and EPA modifies the submittal to cure the deficiencies pursuant to Subparagraph 53 EPA retains the right to seek stipulated penalties, as provided in Section XIII (Stipulated Penalties).

52. Resubmission.

(a). Upon receipt of a notice of disapproval, Trident shall, within the time specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other deliverable for approval. Any stipulated penalties applicable to the submission, as provided in Section XIII shall accrue during the specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 53 and 54.

(b). Notwithstanding the receipt of a notice of disapproval, Trident shall proceed to take any action required by any non-deficient portion of the submission, unless otherwise directed by EPA. Implementation of any non-deficient portion of a submission shall not relieve Trident of any liability for stipulated penalties under Section XIII (Stipulated Penalties).

(c). Trident shall not proceed further with any activities or tasks associated with a deficient portion of the submission until receiving EPA approval, approval on condition or modification of relevant deliverables, unless otherwise agreed by EPA.

53. If EPA disapproves a resubmitted plan, report or other deliverable, or portion thereof, EPA may again direct Trident to correct the deficiencies. EPA shall also retain the right to modify or develop the plan, report or other deliverable. Trident shall implement any such plan, report, or deliverable as corrected, modified or developed by EPA, subject only to Trident's right to invoke the procedures set forth in Section XII (Dispute Resolution).

54. If upon resubmission, a plan, report, or other deliverable is disapproved or modified by EPA due to a material defect, Trident shall be deemed to have failed to submit such plan, report, or other deliverable unless Trident invokes the dispute resolution procedures in accordance with Section XII (Dispute Resolution) and EPA's action is revoked or substantially modified pursuant to a Dispute Resolution decision issued by EPA or superseded by an agreement reached pursuant to that Section. The provisions of Section XII (Dispute Resolution) and Section XIII (Stipulated Penalties) shall govern the implementation of any work affected by any dispute and the accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is not otherwise revoked, substantially modified, or superseded as a result of a decision or agreement reached pursuant to the Dispute Resolution process set forth in Section XII stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XIII.

55. In the event that EPA takes over any of the tasks required pursuant to this Consent Decree, Trident shall incorporate and integrate information supplied by EPA into the final reports.

56. All plans, reports, and other deliverables submitted to EPA under this Consent Decree shall, upon approval or modification and approval by EPA, be incorporated into and enforceable under this Consent Decree.

IX. CERTIFICATION

57. Any document or report that Trident is required by this Consent Decree to submit to the EPA shall be signed by an officer of Trident, and shall include the following certification:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and, to the best of my knowledge and belief, the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

X. INFORMATION COLLECTION AND RETENTION

58. Starting on the date of Trident's signature on this Consent Decree, EPA inspectors or other agents or designees of the EPA may enter any of the facilities identified in Paragraph 2 of this Consent Decree for purposes of conducting any activity related to this Consent Decree including, without limitation, assessing, monitoring, or verifying compliance with this Consent Decree, and verifying any data or information submitted by Trident pursuant to this Consent Decree. This right of access is in addition to, and shall not limit, any access rights afforded by any law, regulation, or permit.

59. Trident shall provide the United States, upon written request, copies of all records, documents and information currently within or which come into Trident's possession or control and which relate to factual information regarding the implementation of this Consent Decree, including, without limitation, reports, correspondence, or other documents or information related to the implementation of this Decree.

60. For not less than five years after Termination of this Consent Decree, Trident shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Trident's performance of its obligations under this Consent Decree. This information-retention

requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon written request by the United States, Trident shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

61. At the conclusion of the information-retention period provided in the preceding Paragraph, Trident shall notify the United States, in writing, at least 90 days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon written request by the United States, Trident shall deliver any such documents, records, or other information to EPA. Trident may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Trident asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Trident. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

62. Trident may also assert that information required to be provided under this Decree is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Trident seeks to protect as CBI, Trident shall follow the procedures set forth in 40 C.F.R. Part 2.

63. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws,

regulations, or permits, nor does it limit or affect any duty or obligation of Trident to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XI. FORCE MAJEURE

64. "Force Majeure" for the purposes of this Consent Decree is defined as an event arising from causes beyond the control of Trident, or of any entity controlled by Trident, including, but not limited to, its consultants and contractors, which delays or prevents the performance of any obligation under this Consent Decree, despite Trident's best efforts to fulfill the obligation. The requirement that Trident exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential Force Majeure event and best efforts to prevent and address the effects of any potential Force Majeure event (1) as it is occurring and (2) following the potential Force Majeure event, such that delay or prevention is minimized to the greatest extent possible. Force Majeure does not include unanticipated or increased costs or expenses associated with Trident's compliance with this Decree, changed financial circumstances of Trident, or the nonattainment of the requirements of this Decree. Notwithstanding any other provision in this Consent Decree, Force Majeure is not a defense to compliance with obligations imposed by the CWA, federal regulations, or applicable permits, even when those obligations are incorporated into this Consent Decree.

65. When circumstances are occurring or have occurred which may delay the completion or prevent performance of any requirement of this Consent Decree, whether or not due to a Force Majeure event, Trident shall so notify EPA orally within 48 hours from the time that Trident knows, or in the exercise of reasonable diligence under the circumstances should

have known, of the event causing the delay or anticipated delay or prevention of performance. Within fifteen (15) days thereafter, Trident shall describe to EPA, in writing, the basis for Trident's contention that it experienced a Force Majeure delay or prevention of performance, the anticipated length of the delay or prevention, the precise cause or causes of the delay or prevention, the measures taken or to be taken to prevent or minimize the delay or prevention, and the timetable by which those measures will be implemented. Failure to comply with the above requirements shall constitute a waiver of any claim of Force Majeure as to the event in question.

66. If EPA finds that a delay in or prevention of performance is, or was, caused by a Force Majeure event, it shall extend the time for performance, in writing, for a period to compensate for the delay resulting from such event and stipulated penalties shall not be due for such period.

67. An extension of one compliance date based on a particular event shall not automatically extend another compliance date or dates. Trident shall make an individual showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought. Trident may petition for the extension of more than one compliance date in a single request.

XII. DISPUTE RESOLUTION

68. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of Trident that have not been disputed in accordance with this Section.

69. Any dispute arising under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between or among the Parties to the dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is extended by written agreement among the Parties. The dispute shall be considered to have arisen when one party sends the other party a written notice of dispute after notifying the other party by telephone.

70. If a dispute between the Parties cannot be resolved by informal negotiations under Paragraph 69 above, then the position advanced by the United States shall be considered final and binding upon Trident unless, within ten (10) days after the end of the informal negotiation period, Trident invokes formal dispute resolution procedures as set forth below.

71. Formal Dispute Resolution. Trident shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Trident's position and any supporting documentation relied upon by Trident.

72. The United States shall serve its Statement of Position within 45 days of receipt of Trident's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on Trident, unless Trident files a motion for judicial review of the dispute in accordance with the following Paragraph.

73. A motion for judicial review of any dispute hereunder shall be filed with this Court and shall set forth the matter in dispute, the efforts made by the Parties to resolve it, and its

proposed resolution. The United States shall have thirty (30) days to file a response to Trident's petition with an alternative proposal for resolution of the dispute. In proceedings on any dispute under this Paragraph, Trident shall bear the burden of demonstrating that its actions or positions taken are in accordance with and will ensure Trident's compliance with the terms, conditions, and requirements of this Decree, all applicable NPDES Permits, and the Clean Water Act and its implementing regulations.

74. The filing of a petition by Trident under this Section shall not extend, postpone or affect in any way any deadline or obligation of Trident under this Decree, including, without limitation, the timely submissions of any plans to the EPA. The payment of stipulated penalties with respect to any disputed matter shall be stayed pending resolution of dispute.

Notwithstanding the stay of payment, stipulated penalties shall still accrue from the first day of any failure or refusal to comply with any term or condition of this Decree. In the event that Trident does not prevail on the disputed issue, stipulated penalties, if applicable, shall be assessed and paid as set forth in Section XIII ("Stipulated Penalties"). To the extent Trident shows that a delay or other noncompliance was due to a force majeure event or otherwise prevails on the disputed issue, stipulated penalties shall be reduced or excused, as appropriate.

XIII. STIPULATED PENALTIES

75. Except as provided in Section XI ("Force Majeure"), in the event Trident fails to comply with any requirement of this Consent Decree, including, without limitation, completion of the activities required under this Decree or any other plan approved pursuant to this Decree, within the applicable deadlines, Trident shall pay a stipulated penalty to the United States for each calendar day each such failure continues in the amounts set forth below:

<u>Number of Days of Non-Compliance</u>	<u>Stipulated Penalties Per Violation Per Day</u>
1st day to 10th day	\$5000.00
11th day to 30 th day	\$10,000.00
31 st day and beyond	\$25,000.00

76. Any stipulated penalty shall begin to accrue on the day after completed performance is due or on the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent simultaneous accrual of separate penalties for separate violations of this Consent Decree.

77. Following EPA's determination that Trident has failed to comply with the requirements of this Consent Decree, EPA shall give Trident written notification of the same, describe the noncompliance, and demand payment of stipulated penalties for the noncompliance.

78. Within fifteen (15) calendar days of receipt of the notification of noncompliance from the EPA, Trident shall pay all stipulated penalties and accrued interest owed under this Consent Decree in accordance with Section XVI herein ("Payments to United States"). Penalties shall accrue from the date of violation regardless of when the EPA has notified Trident of a violation.

79. Payment of stipulated penalties under this Consent Decree shall include interest accrued on the stipulated penalty amount from the date of the demand letter made pursuant to Paragraph 77 until the date stipulated penalties are paid. The amount of interest shall be determined using the rate established in accordance with 28 U.S.C. § 1961(a) applicable to the calendar year in which the demand letter is sent, and shall be compounded annually.

80. If Trident fails to pay stipulated penalties when due, the EPA may institute proceedings to collect the penalties and accrued interest.

81. The payment of stipulated penalties shall not alter or limit in any way Trident's obligations under this Consent Decree, or any federal or state law or regulations, or limit the authority of the United States to require compliance with such laws. The payment of stipulated penalties herein shall be in addition to any other remedies or sanctions available to the United States by reason of Trident's failure to comply with this Consent Decree, Trident's NPDES Permits, or the Clean Water Act and its regulations. Any decision by the EPA not to seek payment of a stipulated penalty shall not be deemed to be a waiver by the EPA of any future right to seek the payment of a later stipulated penalty based on a similar or repeated event.

82. Notwithstanding the schedule for stipulated penalties set forth herein, in the event the EPA issues a compliance order covering the terms of a particular NPDES permit violation, and Trident complies with that order, stipulated penalties shall not accrue for the period during which Trident complies with the order.

XIV. EFFECT OF DECREE AND RESERVATION OF RIGHTS

83. Payment of the civil penalty and complete performance of the other terms of this Decree shall constitute full satisfaction of the civil claims alleged in the Complaint. Nothing in this Decree shall be deemed an admission of liability.

84. Nothing in this Decree shall be construed to bar, alter, or limit the ability of the United States to pursue any legal or equitable, civil or criminal, judicial or administrative relief available to it to remedy any violation of the terms of this Decree, or any violation of the CWA, or other statute or regulation, except those violations specifically pled in the Complaint filed in this matter. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief relating to any of the

facilities addressed herein, Trident shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppels, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved herein.

85. This Decree shall not limit the authority of the United States to exercise its independent information gathering authority under Section 308 of the CWA, 33 U.S.C. § 1318, or any other federal law or regulation.

86. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Trident is responsible for achieving and maintaining complete compliance with all applicable laws, regulations, and permits, and Trident's compliance with this Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States, by its consent to the entry of this Consent Decree, does not warrant or aver in any manner that Trident's compliance with this Consent Decree will result in compliance with provisions of the Clean Water Act, 33 U.S.C. § 1251 et seq., or with any other provisions of federal, State, or local laws, regulations, or permits. Moreover, this Decree shall not limit the authority of the United States to commence any action against any person, including Trident, in response to conditions which may present an imminent and substantial endangerment to the health of persons, the public health or welfare, or to the environment.

XV. INTEGRATION

87. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and incorporated by reference into this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XVI. NOTICES

88. Except as specified otherwise, all written notifications (including all reports, submissions and plans) or communications between the Parties shall be transmitted to the following addressees:

As to the United States Department of Justice:

Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611 Ben Franklin Station
Washington, DC 20044
Re: DJ# 90-5-1-1-2002/2

As to the EPA:

United States Environmental Protection Agency
Office of Compliance and Enforcement, OCE-133
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101
Attn.: Chris Gebhardt

As to Regional Financial Management Officer:

United States Environmental Protection Agency
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101

As to Trident:

Trident Seafoods Corporation
General Counsel
5303 Shilshole Ave. NW
Seattle, WA 98107

89. Any party, upon written notification to the other parties, may change the addresses to whom communications with that party shall be sent.

90. All notifications or communications shall be deemed submitted on the date they are postmarked and sent either by overnight mail service, or by certified or registered mail, return receipt requested.

XVII. PAYMENTS TO UNITED STATES

91. Any payment in an amount of \$10,000 or less made to the United States pursuant to the terms of this Consent Decree shall be paid by certified or cashier's check or checks made payable to the "U.S. Department of Justice," referencing the name and address of the party making the payment, USAO File Number _____ and DOJ Case Number 90-5-1-1-2002/2.

Trident shall send the check(s) to:

Office of the United States Attorney
Financial Litigation Unit-Room
700 Stewart Street
Seattle, WA 98101

92. Any payment amount made to the United States above \$10,000.00 pursuant to the terms of this Consent Decree shall be paid by FedWire Electronic Funds Transfer ("EFT") to the

U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number _____ and DOJ Case Number 90-5-1-1-2002/2. Payment shall be made by Trident in accordance with instructions provided to Trident by the Financial Litigation Unit of the United States Attorney's Office for the Western District of Washington following lodging of this Consent Decree. Any payments received by the Department of Justice after 4:00 p.m. (Eastern time) will be credited on the next business day.

93. At the time of payment, Trident shall also send notice that payment has been made to the U.S. Department of Justice, the EPA, and the Regional Financial Management Officer, in accordance with Section XVI ("Notices").

XVIII. EFFECTIVE DATE

94. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court. Unless otherwise expressly provided herein, every provision of this Decree becomes operative and binding as of the Effective Date.

XIX. TERMINATION

95. This Decree shall be subject to termination after Trident satisfies all requirements of this Decree, including payment of any stipulated penalties accrued under this Decree. At such time as Trident believes that it has fulfilled the requirements of this Decree, Trident shall so certify to the EPA. If the EPA agrees with Trident's certification, then the parties shall jointly petition the Court for termination of this Decree.

XX. RETENTION OF JURISDICTION

96. The Court retains jurisdiction over both the subject matter of this Consent Decree and Trident for the duration of the performance of the terms and provisions of this Decree to take any action necessary or appropriate for the interpretation, construction, execution, modification, implementation or enforcement of this Decree.

XXI. MODIFICATION

97. The terms of this Decree may be modified only by a subsequent written agreement signed by all Parties signatory hereto, and approval of the Court.

XXII. COSTS OF SUIT

98. Each party to this action shall bear its own costs and attorneys' fees.

XXIII. PUBLIC COMMENT

99. The parties agree and acknowledge that final approval by the United States and entry of this Decree are subject to the requirements of 28 C.F.R. § 50.7, which provides for a period of at least thirty (30) days for public notice of the lodging of this Decree in the Federal Register, an opportunity for public comment, and consideration of any comments. Trident consents to the entry of this Decree without further notice.

100. The United States reserves the right to withdraw its consent to this Decree if the public comments disclose facts, information, or considerations which indicate that the Decree is inappropriate, improper, inadequate, or not in the public interest.

101. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XXIV. SIGNATORIES & SERVICE

102. The undersigned representative of Trident and, on behalf of the United States, the Assistant Attorney General of the Environment and Natural Resources Division, U.S. Department of Justice, certify that he or she is fully authorized by the party whom he or she represents to enter into the terms and conditions of, and to execute, this Decree and to bind legally such party to this Decree.

103. Trident agrees not to oppose entry of this Decree by this Court or to challenge any provision of this Decree unless the United States has notified Trident in writing that it no longer consents to entry of the Decree.

104. Trident hereby agrees to accept service of process of the summons and complaint in this Action, and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons, and expressly waives any arguments or defenses to the contrary.

XXV. FINAL JUDGMENT

105. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Trident.

XXVI. APPENDICES

106. The following attachments are attached to and part of this Consent Decree:

“Attachment A” is the Statement of Work setting forth the specifications for Trident’s reduction of the Zone of Impact associated with discharges from its Akutan Facility.

“Attachment B” is the Statement of Work setting forth the specifications for Trident’s construction and operation of a fishmeal plant and the cessation of seafood processing waste and seafood processing waste residues discharges from its Naknek Facility.

“Attachment C” is the Statement of Work setting forth the specifications for Trident’s source control measures and benthic monitoring and remediation associated with its Ketchikan and Cordova Facilities.

SO ORDERED this _____ day of _____, 2011.

UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Trident Seafoods Corporation.

FOR THE UNITED STATES OF AMERICA:

Date:

IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division

Date:

FREDERICK S. PHILLIPS, Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044
(202) 305-0439
frederick.phillips@usdoj.gov

Date: 8/30/11



CYNTHIA GILES, Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

Date: 8/26/11



for ADAM M. KUSHNER, Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

Date: 8/19/11



for MARK POLLINS, Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

Date: 8.18.11



AMANDA J. HEWIG, Attorney
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460


Date:

8/5/11


ALLYN L. STERN
Regional Counsel
U.S. Environmental Protection Agency
Region 10
1200 Sixth Ave, Suite 900
Seattle, WA 98101

Date:

8/5/11


CARA STEINER-RILEY
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region 10
1200 Sixth Ave, Suite 900
Seattle, WA 98101

FOR TRIDENT SEAFOODS CORPORATION:

Date: 8/9/2011



PAUL PADGETT
President
Trident Seafoods Corporation
5303 Shilshole Ave. NW
Seattle, WA 98107

Attachment A

Akutan Facility AK0037303
Source Control and Pile Remediation

1. Source Reduction

- A. Trident shall install and operate source reduction techniques to reduce the amount of seafood processing waste and seafood processing waste residues discharged into Akutan Harbor, in order to reduce the 2010 zone of impact (ZOI) associated with this Facility to:
- i. Not more than 25 acres by December 31, 2017; and
 - ii. Not more than 5 acres by December 31, 2022.

For purposes of this Consent Decree, the 2010 ZOI associated with this Facility is assumed to be 50 acres based on the baseline Benthic Assessment performed by Trident in November 2010 and the agreement of the parties. In determining the ZOI in 2017 and 2022, EPA will evaluate the benthic assessments to be performed by Trident as described below, and will determine the health of the seafloor in the manner described below.

- B. Trident shall perform and submit a precision bathymetric and coring study on the zone of deposit (ZOD) in Akutan Bay by December 31, 2011. Trident shall collect long cores through the seafood waste pile along an East/West transect to determine the nature of the substrate from the pile surface down to natural sediment. Measurements of grain size and total organic carbon shall be collected from intervals in each core and the nature of the material in each core shall be described. Each East/West transect shall include at least three (3) stations beyond the boundary of the pile as determined from diver survey history and the 2010 benthic assessment. Trident shall estimate and map net accumulation per core since 1998. Trident shall submit a work plan at least 60 days prior to commencement of the precision bathymetric and coring study.

In addition, Trident shall perform and submit a precision bathymetric study in 2017 and 2022. Trident shall submit a work plan for the precision bathymetric and coring studies at least 60 days prior to commencement of the studies. Review of the plan(s) and studies shall follow the procedures outlined in Section VIII of the Consent Decree.

- C. Not later than March 1, 2012, Trident shall submit a work plan detailing how Trident will measure the ZOI in Akutan Bay caused by the historic and/or ongoing discharges of seafood processing waste and seafood processing waste residues at the Facility. The work plan shall include, but not be limited to a plan for evaluating the number of

stations necessary to evaluate the rate and amount of change in condition of the seafloor over the next twelve years. In considering the health of the seafloor, the work plan shall include: an Index of Impact, Geospatial Analysis, Acceptable Index of Impact Score, and the methods for computing the area of the Zone of Impact. These criteria are briefly described below. The work plan shall include the specific details needed for each calculation and process of evaluating the health of the seafloor.

- i. Index of Impact: Each station will be given a numerical score for the following three measures, (1) community successional stage (and mixes of stages), (2) apparent redox potential discontinuity, and (3) presence of beggiatoa. A higher score indicates less impact. These three separate scores will be combined into a single index measure of impact for each station.
- ii. Geospatial Analysis: Each index of impact score will be evaluated to produce contour maps. Preference will be given to a method that maximally uses the replicate information from each station and can produce estimates of variability around the contours.
- iii. Acceptable Index of Impact Score: Stations outside the influence¹ of the seafood waste will be used to calculate an acceptable index score. This will be an upper bound estimate of the mean, or the maximum, whichever is less.
- iv. Computing the Area of the Zone of Impact: The contour corresponding to the acceptable index of impact score will be used to compute the area of the zone of impact. Additional information may be used at this time to consider any adjustments to the boundary. This additional information can include analyses based on individual replicates from stations, plan view photos, water column measures (e.g., DO, TSS), etc.

2. Pile Remediation -- Pilot Projects

By December 31, 2013, Trident shall commence the following remediation pilot projects:

A. Pilot #1--Removal of seafood waste pile

- i. Trident shall remove a portion of the seafood waste pile within the zone of impact at two locations where there is (1) thick waste (e.g., 10-20 feet), as determined from previous studies and (2) moderate waste (e.g., 1-3 feet), where waste

¹ Influence means, in plan or profile view, visible presence of: seafood particles, "beggiatoa," methane gas bubbles, or lack of an apparent redox layer (e.g., black sediment surface).

thickness has the potential to preclude natural recovery over a short term, as determined from previous studies. The total size of the pilot removal areas is expected to be approximately 2500 m².

- ii. Not later than 90 days prior to planned commencement of fieldwork, Trident shall submit a work plan(s) for this pilot project, including the monitoring components, to EPA for approval. The work plan(s) shall include both a field-sampling plan (FSP) and quality assurance project plan (QAPP) component. Review and approval of the plan(s) shall follow the procedures outlined in Section VIII of the Consent Decree. Trident shall obtain all necessary permits and/or approvals from federal, state and local agencies, as applicable.
- iii. Trident shall monitor near bottom (within 30cm) water during removal operations and monitor the area in which removed material is disposed.

B. Pilot #2--Cap seafood waste pile

- i. Trident shall add clean sediment from a location that is nearby, but outside the area of influence of waste (i.e., locations similar to the stations identified in C.1.iii) and representative of the sediments in Akutan Bay near the Trident facility to two locations on the seafood waste pile. Trident shall place clean sediments on (1) an area of thin waste (<6 inches), as determined from previous studies and (2) an area of the seafood waste pile that is moderate (1-3 feet) or thick (10-20 feet), where natural pile recovery is not likely. The total area to be capped for this pilot project is expected to be approximately 2500 m². If Trident believes there are areas where it is not geotechnically feasible to place a cap on the seafood waste pile, Trident shall submit a technical document for EPA approval establishing the technical infeasibility of the cap in those areas.
- ii. Not later than 90 days prior to planned commencement of fieldwork, Trident shall submit a work plan(s) for this pilot project to EPA for approval. The work plan(s) shall include both a FSP and QAPP component. Review and approval of the plan(s) shall follow the procedures outlined in Section VIII of the Consent Decree. Trident shall obtain all necessary permits and/or approvals from federal, state and local agencies, as applicable.

C. Pilot #3--Aerate seafood waste pile

- i. Trident shall evaluate alternate methods to aerate the seafood waste pile. For this pilot project, the total area to be aerated per method is expected to be approximately 2500 m².
- ii. Not later than 90 days prior to planned commencement of fieldwork, Trident shall develop and submit a work plan(s) for aerating the seafood waste pile to EPA for

approval. The work plan(s) shall include both a FSP and QAPP component. Review and approval of the plan(s) shall follow the procedures outlined in Section VIII of the Consent Decree. Trident shall obtain all necessary permits and/or approvals from federal, state and local agencies, as applicable.

3. Monitor Benthic Recovery

- A. Trident shall conduct benthic assessments in 2012, 2014, 2017, 2019 and 2022, or until EPA determines that recovery of the benthos is predicted or measured based on reference locations outside the ZOI. Monitoring design shall include the pilot project areas once the pilots are initiated.

Not later than 90 days prior to planned commencement of fieldwork, Trident shall submit for EPA approval a work plan(s) for monitoring benthic recovery. The work plan(s) shall include both a FSP and QAPP component. Review and approval of the plan(s) shall follow the procedures outlined in Section VIII of the Consent Decree. A draft report shall be submitted to EPA for review within 3 months of the completion of each benthic assessment.

- B. Each benthic assessment shall characterize the spatial extent of the seafood waste pile(s) and the associated benthic community impacts in Akutan Harbor. In addition, the assessment shall make comparisons to benthic communities present on the ambient seafloor beyond the influence of the seafood waste piles. The assessment shall be consistent with the work plan submitted by Trident and approved by EPA.
- C. The assessment of spatial extent and environmental impact of seafood wastes to the benthos shall be conducted using sediment profile imaging and plan-view underwater camera imaging. Replicate measurements of conductivity (salinity), temperature, depth and dissolved oxygen and shall be collected continuously from just above the seafloor to the water surface. Baseline total suspended solids (TSS), to demonstrate TSS reduction shall be measured from grab samples from just above the seafloor, mid column, and near surface. The assessment shall be consistent with the work plan submitted by Trident and approved by EPA.
- D. At a minimum, sampling transects shall be arranged in a radial pattern, starting inside the mapped edge of the pile and continuing at 100-foot sampling intervals until no influence of seafood waste is detectable on the sediment surface and no apparent impacts from organic enrichment are observed in the benthic community.

4. Pile Remediation

- A. Within 6 months after Trident delivers its 2022 benthic assessment report, EPA will select a specific action(s) for remediation or accelerated natural attenuation of the

remainder of the seafloor pile. EPA will issue a Remediation Report, which will outline any further actions required to address the seafood waste pile in Akutan Harbor.

- B. Within 6 months following receipt of EPA's Remediation Report, Trident shall submit for EPA approval a work plan for completion of the actions selected by EPA. The work plan shall include both a FSP and QAPP component. Review and approval of the plan(s) shall follow the procedures outlined in Section VIII of the Consent Decree. As additional information on reductions in the size of the zone of deposit and ZOI become available, EPA may revise its Remediation Report and/or timeline for completing such activities.
- C. If reductions in the ZOI do not meet the benchmarks identified in task #1, EPA may at any time require partial or complete pile remediation. Furthermore if the pile is not attenuating beyond the benchmarks identified in task #1, EPA may require partial or complete pile remediation. If EPA requires partial or complete pile remediation prior to completion of the 2022 benthic assessment report, EPA and Trident will follow the steps outlined in subparagraphs 5A and 5B above.

Akutan Deliverables

No.	Name of Deliverable	Due Date
1.	Akutan Work Plan for precision bathymetric and coring study	At least 60 days prior to study
2.	Akutan Precision bathymetric and coring study report	December 31, 2011
3.	Akutan Work Plan for assessing benthic health	March 1, 2012
4.	Akutan Work Plan for Pilot #1 (Removal)	At least 90 days prior to fieldwork
5.	Akutan Work Plan for Pilot #2 (Capping)	At least 90 days prior to fieldwork
6.	Akutan Work Plan for Pilot #3 (Aeration)	At least 90 days prior to fieldwork
7.	Akutan Work Plan for 2012 Benthic Assessment	At least 90 days prior to fieldwork
8.	Akutan Draft 2012 Benthic Assessment Report	Within 3 months of assessment
9.	Akutan Work Plan for 2014 Benthic Assessment	At least 90 days prior to fieldwork
10.	Akutan Draft 2014 Benthic Assessment Report	Within 3 months of assessment
11.	Akutan Work Plan for 2017 Benthic Assessment	At least 90 days prior to fieldwork
12.	Akutan Draft 2017 Benthic Assessment Report	Within 3 months of assessment
13.	Akutan Work Plan for 2019 Benthic Assessment	At least 90 days prior to fieldwork
14.	Akutan Draft 2019 Benthic Assessment Report	Within 3 months of assessment
15.	Akutan Work Plan for 2022 Benthic Assessment	At least 90 days prior to fieldwork
16.	Akutan Draft 2022 Benthic Assessment Report	Within 3 months of assessment
17.	Akutan Work Plan for remediation activities	Within 6 months of receipt of EPA's Remediation Report

Attachment B

Trident Naknek Facility
AKG520003 Injunctive Relief

1. In an effort to reduce the amount of seafood processing waste and seafood processing waste residues discharged into the Naknek River, Trident shall construct and operate a fishmeal plant on the north shore of the Naknek River. The meal plant shall be capable of handling at least 30 million pounds of seafood processing waste and seafood processing waste residues per year.
2. By June 1, 2014, Trident shall operate the fishmeal plant using the Trident North Naknek facility's seafood processing waste and seafood processing waste residues.
3. Once operation of the fishmeal plant has commenced, Trident shall monitor the effluent from the fishmeal plant for the following parameters, in accordance with 40 CFR Part 136:

Parameter	Frequency	Sample Type
Biochemical Oxygen Demand (BOD ₅ ; mg/L)	Weekly	Grab
Total Suspended Solids (TSS; lbs/1000 lbs, mg/L)	Weekly	Grab
Oil and Grease (O&G; lbs/1000 lbs, mg/L)	Weekly	Grab
pH (standard units)	Weekly	Grab
Number of Processing Days	Monthly	Measured
Volume of Waste Processed (pounds)	Daily	Measured
Flow discharged (gallons)	Daily	Measured

4. Trident shall submit a quality assurance project plan to EPA for review and approval, in accordance the procedures outlines in Paragraph VIII of the Consent Decree, at least 90 days prior to commencement of monitoring. Trident shall submit the results of the monitoring required in task #3 to EPA by December 31st of each year.
5. In the event Trident continues to discharge seafood processing waste or seafood processing waste residues from its North Naknek Facility, Trident shall cease such discharge, with the exception of stickwater, from this Facility by June 1, 2015.
6. Trident shall make good faith efforts to pursue other north shore processors for utilizing their seafood processing wastes and seafood processing waste residues in the Naknek fishmeal plant.