

POLLUTION CONTROL HEARINGS BOARD
STATE OF WASHINGTON

1			
2			
3	CASE INLET SHORELINE)	PCHB No. 12-033C
4	ASSOCIATION,)	(Formerly 12-033, 12-034, 12-035 and 12-
5)	037)
6	Appellant,)	
7	v.)	
8	STATE OF WASHINGTON,)	SETTLEMENT AGREEMENT
9	DEPARTMENT OF ECOLOGY, AND)	
10	TAYLOR SHELLFISH FARMS,)	
11)	
12	Respondents.)	
13	_____)	

Appellant Case Inlet Shoreline Association and respondent Taylor Shellfish Farms (Taylor) hereby enter into a Settlement Agreement resolving the within consolidated appeal on the following terms:

1. Taylor will label all PVC tubes and canopy nets being used on the four geoduck projects that are subject to the within appeal with Taylor Shellfish Farm’s company identification.

2. Taylor will conduct inspections of each of the four project sites that are the subject of this appeal at least once per month while materials (tubes and/or nets) are present on the shoreline. During the inspection of each site, Taylor will inspect nearby beaches for debris from project activities to the extent such inspection is allowed by the property owners of those beaches. Within the vicinity of each project, Taylor will identify locations where debris tends to accumulate due to wave, current, or wind action, and after weather events, Taylor will patrol these locations with crews who will remove and dispose of aquaculture debris in an appropriate manner unless access is prevented by the property owners. Taylor will create and maintain a written record of these site inspections, including inspector’s name, date and time of inspection, and type, amount and location of aquaculture gear found. Taylor will include these records in annual geoduck project plans submitted for each project to the Washington Department of Ecology and the applicable Federal Project Manager for review and approval.

1 3. Taylor will not plant geoducks above +2.5 Mean Lower Low Water.

2 4. Taylor will not remove and relocate sand dollars unless they occur at densities that inhibit
3 Taylor's ability to plant through sand dollar beds after moving the animals aside. Based on the current
4 sand dollar densities at the four project sites, it is not anticipated that relocation would be required. In the
5 event relocation is required, Taylor will relocate sand dollars to areas adjacent to the project sites within
6 the same, or similar, tidal elevation.

7 5. In exchange for Taylor's agreement to comply with the foregoing requirements of this
8 Settlement Agreement, Case Inlet Shoreline Association shall dismiss this appeal with prejudice within
9 two business days after the parties' execution of this Settlement Agreement.

10 IT IS SO AGREED.

11 Dated: October __, 2012

CURT PUDDICOMBE
President
Appellant CASE INLET SHORELINE ASSOCIATION

14 Dated: October __, 2012

PAUL TAYLOR
Treasurer
TAYLOR SHELLFISH FARMS

16 APPROVED AS TO FORM:

17 Dated: October __, 2012

STEPHAN C. VOLKER
Attorney for Appellant
CASE INLET SHORELINE ASSOCIATION

20 APPROVED AS TO FORM:

21 Dated: October __, 2012

SAMUEL W. PLAUCHE
Attorney for Respondent
TAYLOR SHELLFISH FARMS

23 APPROVED AS TO FORM:

24 Dated: October __, 2012

DAVID BRICKLIN
JULIE AINSWORTH-TAYLOR
BRICKLIN & NEWMAN, LLP
Attorneys for Appellant
CASE INLET SHORELINE ASSOCIATION

28

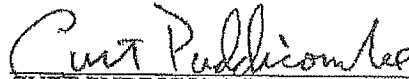
1 3. Taylor will not plant geoducks above +2.5 Mean Lower Low Water.

2 4. Taylor will not remove and relocate sand dollars unless they occur at densities that inhibit
3 Taylor's ability to plant through sand dollar beds after moving the animals aside. Based on the current
4 sand dollar densities at the four project sites, it is not anticipated that relocation would be required. In the
5 event relocation is required, Taylor will relocate sand dollars to areas adjacent to the project sites within
6 the same, or similar, tidal elevation.

7 5. In exchange for Taylor's agreement to comply with the foregoing requirements of this
8 Settlement Agreement, Case Inlet Shoreline Association shall dismiss this appeal with prejudice within
9 two business days after the parties' execution of this Settlement Agreement.

10 IT IS SO AGREED.

11 Dated: October 17, 2012



CURT PUDDICOMBE
President
Appellant CASE INLET SHORELINE ASSOCIATION

14 Dated: October __, 2012

PAUL TAYLOR
Treasurer
TAYLOR SHELLFISH FARMS

16 APPROVED AS TO FORM:

17 Dated: October __, 2012

STEPHAN C. VOLKER
Attorney for Appellant
CASE INLET SHORELINE ASSOCIATION

20 APPROVED AS TO FORM:

21 Dated: October __, 2012

SAMUEL W. PLAUCHE
Attorney for Respondent
TAYLOR SHELLFISH FARMS

23 APPROVED AS TO FORM:

24 Dated: October __, 2012

DAVID BRICKLIN
JULIE AINSWORTH-TAYLOR
BRICKLIN & NEWMAN, LLP
Attorneys for Appellant
CASE INLET SHORELINE ASSOCIATION

28

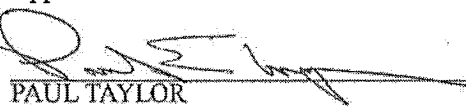
1 3. Taylor will not plant geoducks above +2.5 Mean Lower Low Water.
2 4. Taylor will not remove and relocate sand dollars unless they occur at densities that inhibit
3 Taylor's ability to plant through sand dollar beds after moving the animals aside. Based on the current
4 sand dollar densities at the four project sites, it is not anticipated that relocation would be required. In the
5 event relocation is required, Taylor will relocate sand dollars to areas adjacent to the project sites within
6 the same, or similar, tidal elevation.
7 5. In exchange for Taylor's agreement to comply with the foregoing requirements of this
8 Settlement Agreement, Case Inlet Shoreline Association shall dismiss this appeal with prejudice within
9 two business days after the parties' execution of this Settlement Agreement.

10 IT IS SO AGREED.

11 Dated: October __, 2012

CURT PUDDICOMBE
President
Appellant CASE INLET SHORELINE ASSOCIATION

14 Dated: October 17, 2012



PAUL TAYLOR
Treasurer
TAYLOR SHELLFISH FARMS

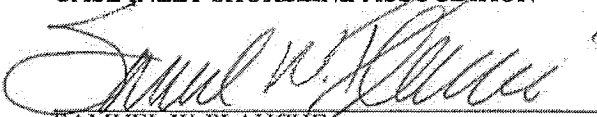
16 APPROVED AS TO FORM:

17 Dated: October __, 2012

STEPHAN C. VOLKER
Attorney for Appellant
CASE INLET SHORELINE ASSOCIATION

20 APPROVED AS TO FORM:

21 Dated: October 12, 2012



SAMUEL W. PLAUCHE
Attorney for Respondent
TAYLOR SHELLFISH FARMS

23 APPROVED AS TO FORM:

24 Dated: October __, 2012

DAVID BRICKLIN
JULIE AINSWORTH-TAYLOR
BRICKLIN & NEWMAN, LLP
Attorneys for Appellant
CASE INLET SHORELINE ASSOCIATION

28

1 3. Taylor will not plant geoducks above +2.5 Mean Lower Low Water.
2 4. Taylor will not remove and relocate sand dollars unless they occur at densities that inhibit
3 Taylor's ability to plant through sand dollar beds after moving the animals aside. Based on the current
4 sand dollar densities at the four project sites, it is not anticipated that relocation would be required. In the
5 event relocation is required, Taylor will relocate sand dollars to areas adjacent to the project sites within
6 the same, or similar, tidal elevation.

7 5. In exchange for Taylor's agreement to comply with the foregoing requirements of this
8 Settlement Agreement, Case Inlet Shoreline Association shall dismiss this appeal with prejudice within
9 two business days after the parties' execution of this Settlement Agreement.

10 IT IS SO AGREED.

11 Dated: October __, 2012

CURT PUDDICOMBE
President
Appellant CASE INLET SHORELINE ASSOCIATION

14 Dated: October __, 2012

PAUL TAYLOR
Treasurer
TAYLOR SHELLFISH FARMS

16 APPROVED AS TO FORM:

17 Dated: October 17, 2012



STEPHAN C. VOLKER
Attorney for Appellant
CASE INLET SHORELINE ASSOCIATION

20 APPROVED AS TO FORM:

21 Dated: October __, 2012

SAMUEL W. PLAUCHE
Attorney for Respondent
TAYLOR SHELLFISH FARMS

23 APPROVED AS TO FORM:

24 Dated: October __, 2012

DAVID BRICKLIN
JULIE AINSWORTH-TAYLOR
BRICKLIN & NEWMAN, LLP
Attorneys for Appellant
CASE INLET SHORELINE ASSOCIATION

28

1 3. Taylor will not plant geoducks above +2.5 Mean Lower Low Water.

2 4. Taylor will not remove and relocate sand dollars unless they occur at densities that inhibit
3 Taylor's ability to plant through sand dollar beds after moving the animals aside. Based on the current
4 sand dollar densities at the four project sites, it is not anticipated that relocation would be required. In the
5 event relocation is required, Taylor will relocate sand dollars to areas adjacent to the project sites within
6 the same, or similar, tidal elevation.

7 5. In exchange for Taylor's agreement to comply with the foregoing requirements of this
8 Settlement Agreement, Case Inlet Shoreline Association shall dismiss this appeal with prejudice within
9 two business days after the parties' execution of this Settlement Agreement.

10 IT IS SO AGREED.

11 Dated: October __, 2012

CURT PUDDICOMBE
President
Appellant CASE INLET SHORELINE ASSOCIATION

14 Dated: October __, 2012

PAUL TAYLOR
Treasurer
TAYLOR SHELLFISH FARMS

16 APPROVED AS TO FORM:

17 Dated: October __, 2012

STEPHAN C. VOLKER
Attorney for Appellant
CASE INLET SHORELINE ASSOCIATION


20 APPROVED AS TO FORM:

21 Dated: October __, 2012

SAMUEL W. PLAUCHE
Attorney for Respondent
TAYLOR SHELLFISH FARMS

23 APPROVED AS TO FORM:

24 Dated: October 17, 2012



DAVID BRICKLIN
JULIE AINSWORTH-TAYLOR
BRICKLIN & NEWMAN, LLP
Attorneys for Appellant
CASE INLET SHORELINE ASSOCIATION

28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to RCW 9A.72.085, I certify that on the 18th day of October, 2012, I caused to be served
3 a Joint Request for Dismissal in the above-captioned matter upon the parties herein by email and as
4 indicated below:

4 David Bricklin
Julie Ainsworth-Taylor
5 Bricklin & Newman LLP
1001 4th Avenue, Suite 3303
6 Seattle, WA 98154
Tel: (206) 264-8600
7 Fax: (206) 264-9300
bricklin@bnd-law.com

- U.S. Mail
- State Campus Mail
- Hand Delivered
- Overnight Express
- By Fax

8 Sonia A. Wolfman, Asst. Attorney General
9 Allyson C. Bazan, Asst. Attorney General
Attorney General of Washington
10 Ecology Division
2425 Bristol Court SW, 2nd Floor
11 P.O. Box 40117
Olympia, WA 98504-0117
12 Tel: (360) 586-6770
Fax: (360) 586-2253
13 SoniaW@ATG.WA.GOV
AllysonB@ATG.WA.GOV
14 TanyaR@ATG.WA.GOV

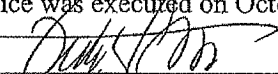
- U.S. Mail
- State Campus Mail
- Hand Delivered
- Overnight Express
- By Fax

15 Samuel W. Plauche
Amada M. Stock
16 Laura C. Kisielius
Jesse G. DeNike
17 Plauche & Stock LLP
881 First Avenue, Suite 630
18 Seattle, WA 98104
Tel: (206) 588-4188
19 Fax: (206) 588-4255
laura@plauchestock.com
20 jesse@plauchestock.com

- U.S. Mail
- State Campus Mail
- Hand Delivered Ecology Division
- Overnight Express
- By Fax

21 the foregoing being the last known address.

22 I certify under penalty of perjury under the laws of the State of Washington that the foregoing is
23 true and correct. This certificate of service was executed on October 18, 2012, at Oakland, California.

24 
Teddy Ann Fuss