

commercial). Contract was executed March 20, 2002.

1. (d) Karl Hipp: Aspinall Unit, CRSP; Colorado: Contract for 1 acre-foot to support an augmentation plan, Case No. 01CW27, Water Division Court No. 4, State of Colorado, to provide for a single-family residential well, including home lawn and livestock watering (non-commercial). Contract was executed March 4, 2002.

1. (e) Oliver Woods: Aspinall Unit, CRSP; Colorado: Contract for 1 acre-foot to support an augmentation plan, Case No. 01CW14, Water Division Court No. 4, State of Colorado, to provide for a single-family residential well, including home lawn and livestock watering (non-commercial). Contract was executed March 20, 2002.

16. San Juan Water Commission, New Mexico, Animas-La Plata Project, Colorado and New Mexico: Cost sharing/repayment contract for up to 20,800 acre-feet per year of M&I water; contract terms to be consistent with the Colorado Ute Settlement Act Amendments of 2000 (Title III of Public Law 106-554). Contract was executed March 5, 2002.

*Great Plains Region:* Bureau of Reclamation, PO Box 36900, Federal Building, 316 North 26th Street, Billings, Montana 59107-6900, telephone 406-247-7730.

*New contract actions:*

41. Miles Land and Livestock Co. (Individual), Kendrick Project, Alcova Reservoir, Wyoming: Negotiate long-term contract for annual conveyance of up to 153.27 acre-feet of non-project water through the Casper Canal, Wyoming.

42. Helena Valley Unit, P-SMBP, Montana: The long-term water service contract with the City of Helena, Montana, expires December 31, 2003. Initiating negotiations for contract renewal for an annual supply of raw water for domestic and M&I use from Helena Valley Reservoir not to exceed 5,680 acre-feet of water annually.

*Modified contract actions:*

17. Lower Marias Unit, P-SMBP, Montana: Water service contract with Robert A. Sisk expired in July 1998. Initiating long-term contract for the use of up to 600 acre-feet of storage water from Tiber Reservoir to irrigate 220 acres. Temporary/interim contracts are being issued to allow continued delivery of water and the time necessary to complete required actions for the long-term contract process.

18. Lower Marias Unit, P-SMBP, Montana: Initiating renewal of long-term water service contract with Julie Peterson for the use of up to 717 acre-feet of storage water from Tiber

Reservoir to irrigate 239 acres.

Temporary/interim contracts are being issued to allow continued delivery of water and the time necessary to complete required actions for the long-term contract process.

19. Lower Marias Unit, P-SMBP, Montana: Water service contract with Ray Morkrid with Morkrid Enterprises expired May 1998. Initiating long-term contract for the use of up to 6,855 acre-feet of storage water from Tiber Reservoir to irrigate 2,285 acres.

Temporary/interim contracts are being issued to allow continued delivery of water and the time necessary to complete required actions for the long-term contract process.

27. Helena Valley Unit, P-SMBP, Montana: Initiating negotiations with Helena Valley ID for renewal of Part A of the A/B contract which expires in 2004.

28. Crow Creek Unit, P-SMBP, Montana: Initiating negotiations with Toston ID for renewal of Part A of the A/B contract which expires in 2004.

32. City of Dickinson, P-SMBP, Dickinson Unit, North Dakota: Negotiate a long-term water service contract with the City of Dickinson or Park Board, for minor amounts of water from Dickinson Dam. Temporary contract will be negotiated with Park Board and with the City of Dickinson for minor amounts of water from Dickinson Dam.

37. Lower Marias Unit, P-SMBP, Montana: Initiating long-term water service contract with Allen Brown as Tiber Enterprises for up to 910 acre-feet of storage from Tiber Reservoir to irrigate 303.2 acres. Temporary/interim contracts are being issued to allow continued delivery of water and the time necessary to complete required actions for the long-term contract process.

*Discontinued contract action:*

10. Northwest Area Water Supply, North Dakota: Long-term contract for water supply from Garrison Diversion Unit facilities. The State has decided not to contract at this time. A special use permit will be issued.

*Completed contract actions:*

29. Louis F. Polk, Jr. (Individual), Shoshone Project, Buffalo Bill Dam, Wyoming: Renewal of exchange water service contract not to exceed 500 acre-feet of water to service 249 acres. Renewal of exchange water service contract has been executed.

36. City of Dickinson, P-SMBP, North Dakota: In accordance with Public Law 106-566, a BON has been prepared to amend contract No. 9-07-60-W0384 which will allow the City to pay a lump-sum payment in lieu of its remaining repayment obligation for construction

costs associated with the bascule gate. The BON has been approved by the Commissioner. The City of Dickinson paid out with a lump-sum payment.

38. Tom Green County Water Control and Improvement District No. 1, San Angelo Project, Texas: The District has requested deferment of its 2002 repayment obligation. A BON has been prepared to amend contract No. 14-06-500-369. Contract was executed March 15, 2002.

Dated: April 4, 2002.

**Elizabeth Cordova-Harrison,**

*Deputy Director, Office of Policy.*

[FR Doc. 02-10132 Filed 4-24-02; 8:45 am]

BILLING CODE 4310-MN-P

## DEPARTMENT OF JUSTICE

### Notice of Lodging of Consent Decree Pursuant to the Resource Conservation and Recovery Act

In accordance with Departmental policy, 28 CFR 50.7, notice is hereby given that a Consent Decree in *United States v. Hi-Noon Petroleum, Inc.*, Civil Action No. CV 02-27-GF-CSO, was lodged on April 3, 2002, with the United States District Court for the District of Montana. The Consent Decree resolves the claims of the United States under Section 9006 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6991e, for violations of the federal RCRA Underground Storage Tank (UST) regulations, 40 CFR Part 280 at the P&M Convenience Store in Browning, Montana. In the attached Consent Decree, Hi-Noon Petroleum will pay a penalty of \$23,125.00 to the United States. Hi-Noon will spend an additional \$69,375.00 on a Supplemental Environmental Project which conforms to EPA's Supplemental Environmental Projects Policy.

The Department of Justice will receive, for a period of thirty (30) days from the date of this publication, comments relating to the proposed Consent Decree. Comments should be addressed to the Assistant Attorney General for the Environment and Natural Resources Division, Department of Justice, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611, and should refer to *United States v. Hi-Noon Petroleum, Inc.*, DOJ REF. #90-7-1-06937.

The Consent Decree may be examined at the Office of the United States Attorney, 2929 3rd Ave. North, Suite 400, Billings, MT 59101, and at U.S. EPA Region VII (8ENF-L), 999 18th Street, Suite #300, Denver, CO 80202-2466. A copy of the Consent Decree may

also be obtained by mail from the Consent Decree Library, Department of Justice, P.O. Box 7611, Washington, DC 20044-7611. In requesting a copy from the Consent Decree Library, please refer to the referenced case and enclose a check in the amount of \$5.50 (25 cents per page reproduction cost), payable to the U.S. Treasury.

**Robert Brook,**

*Assistant Section Chief, Environmental Enforcement Section, Environment and Natural Resources Division.*

[FR Doc. 02-10120 Filed 4-24-02; 8:45 am]

**BILLING CODE 4410-15-M**

**DEPARTMENT OF JUSTICE**

**Notice of Lodging of Consent Decree Pursuant to the Oil Pollution Act of 1990**

In accordance with Departmental policy, notice is hereby given that a proposed Consent Decree in *United States v. Dimitrios N. Manetas*, Civil Action No. G-00-758, was lodged on March 6, 2002, with the United States District Court for the Southern District of Texas.

In this action the United States, pursuant to Sections 301(a) and 404 of the Oil Pollution Act of 1990, ("OPA"), 33 U.S.C. §§ 1311(a) and 1344, seeks civil penalties and injunctive relief, alleging that Dimitrios N. Manetas on January 22, 1999, and April 4, 1997, discharged dredged or fill material and/or controlled and directed the discharge of dredged or fill material into waters of the United States at a site located in LaMarque, Galveston County, Texas, without a permit issued by the United States Army Corps of Engineers.

The proposed Consent Decree provides that Dimitrios N. Manetas will pay the United States \$18,721.00 in civil penalties and will perform mitigation projects as set out in appendix I attached to the Consent Decree, that he will comply with the terms and conditions of preservation of the project, and, except as in accordance with the Consent Decree, Manetas and his agents, successors and assigns are enjoined from discharging any pollutant into waters of the United States unless such discharge complies with the provisions of the CWA and its implementing regulations.

The Department of Justice will receive, for a period of thirty (30) days from the date of this publication, comments relating to the proposed Consent Decree. Comments should be addressed to the Assistant Attorney General for the Environment and Natural Resources Division, P.O. Box

7611, United States Department of Justice, Washington, DC 20044-7611, and should refer to *United States v. Dimitrios N. Manetas*, Civil Action No. G-00-758, DOJ Ref. USAO #1999V00427.

The proposed Consent Decree may be examined at the office of the United States Attorney, Southern District of Texas, 911 Travis Street, Suite 1500, Houston, Texas 77208. A copy of the Consent Decree may also be obtained by mail from the Consent Decree Library, P.O. Box 7611, United States Department of Justice, Washington, DC 20044-7611. In requesting a copy please refer to the referenced case and enclose a check in the amount of \$4.00 (25 cents per page reproduction costs), payable to the Consent Decree Library.

Dated: April 9, 2002.

**Gordon M. Speights Young,**

*Assistant United States Attorney, United States Attorney's Office, P.O. Box 61129, Houston, Texas 77208, Telephone: (713) 567-9501, Facsimile: (713) 718-3303.*

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**BILLING CODE 4410-15-M**

**DEPARTMENT OF JUSTICE**

**Notice of Lodging of Consent Decree Under the Comprehensive Environmental Response, Compensation, and Liability Act**

In accordance with Departmental policy, 28 CFR 50.7, notice is hereby given that on March 25, 2002 a proposed Partial Consent Decree in *United States v. Pharmacia Corporation (p/k/a Monsanto Company) and Solutia, Inc.*, Civil Action No. CV-02-PT-0749-E was lodged with the United States District Court for the Northern District of Alabama.

In this action the United States alleges that Pharmacia Corporation and Solutia, Inc. ("Defendants") are liable under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), for injunctive relief in connection with the release of hazardous substances from the Defendants' manufacturing facility located in Anniston, Alabama into the environment. The United States further alleges that the Defendants are liable for reimbursing the United States for all future response costs incurred in connection with the Anniston PCB Site.

This Partial Consent Decree (hereinafter "Decree") requires the Defendants to provide, in accordance with federal regulations, standards and guidelines, for a thorough assessment of contamination in and around Anniston, Alabama and to determine the risks that

such contamination may pose to public health and the environment. This process is called the Remedial Investigation. In addition, the proposed Decree requires the Defendants to identify methodologies for cleanup of the contamination so as to provide the necessary protection of public health and the environment. This process is called the Feasibility Study. Ultimately, from this process, the U.S. Environmental Protection Agency ("EPA") will select the appropriate cleanup to ensure protection of public health and the environment. The costs for the Remedial Investigation and Feasibility Study ("RI/FS") will be borne by the Defendants.

Under the proposed Decree, the Defendants will undertake implementation of the RI/FS. The RI/FS includes the Defendants' manufacturing facility and all areas where contamination has migrated from the facility.

In addition, the Decree requires the Defendants to provide over \$3.2 million in funding to an education trust fund. The trust fund is created under the proposed Decree for the purpose of providing special education, tutoring, or other supplemental educational services for children of west Anniston that have learning disabilities or otherwise need additional educational services.

Under the Decree, the Defendants will be required to reimburse the United States for all future oversight costs.

Additionally, the Decree requires the Defendants to provide funding for a Technical Assistance Plan ("TAP"). The purpose of the TAP is to provide technical assistance to the community so that the community can play a meaningful role in the RI/FS process.

Notice of the Decree was published on April 5, 2002 at 67 **Federal Register** at page 16124. However, the publication contained an error in that it stated that the settlement was under the Clean Air Act. The Department of Justice will receive for a period of sixty (60) days from the April 5, 2002 publication comments relating to the proposed Decree. Comments should be addressed to the Assistant Attorney General for the Environment and Natural Resources Division, U.S. Department of Justice, P.O. Box 7611, Washington, DC 20044, and should refer to *United States v. Pharmacia Corporation (p/k/a Monsanto Company and Solutia, Inc., D.J. Ref. 90-11-2-07135/1*.

The proposed Partial Consent Decree may be examined at the Office of the United States Attorney, Northern District of Alabama, 1801 4th Avenue, North, Birmingham, Alabama 35203; and at Region 4, Office of the Environmental Protection Agency,