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HQ

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

In the Matter of Remedial	)	
Action by:	)	
	)	Enforcement Order
Bee Jay Scales, Inc.	)	
Hickenbottom & Sons, Inc.	)	No. DE 02TCPCR-3962

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To: Bee Jay Scales, Inc.  
Hickenbottom & Sons, Inc.

I.

JURISDICTION

This Enforcement Order ("Order") is issued pursuant to the authority of RCW 70.105D.050(1).

II.

STATEMENT OF FACTS

The Department of Ecology (Ecology) Ecology makes the following Findings of Fact, without admission of such facts by Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc.

1. A letter dated June 28, 1991 from Glacier Park Company informed the Washington State Department of Ecology (Ecology) of an environmental survey of properties it owned located on Warehouse Avenue in Sunnyside, Washington. The report prepared by the consulting firm Hart Crowser showed pesticides and fertilizers in the groundwater beneath the Bee Jay Scales Site. Hart Crowser collected the soil and groundwater samples on May 21, 1990. White Shield, Inc. collected soil and groundwater samples for a Phase II Environmental Assessment for Hickenbottom & Sons, Inc. during June through July 1991. Ecology personnel collected confirmatory soil and groundwater samples on June 2, 1997. Table 1 shows the contaminants and their maximum concentration in soil and groundwater from all sampling events. Numerous additional hazardous substances at the site were also found in the above sampling events for soil or ground water.

Table 1

Hazardous Substance Concentrations at the Bee Jay Scales Site

Hazardous Substance	Soil mg/kg	Ground water ug/L
2,4-D	0.35	0.92
Dinoseb	8.0	1.100
Heptachlor	0.005	3.6
Lindane	0.099	69
Ammonia	15,000	1,650,000
Nitrate/nitrite	8,200	4,400,000
Benzene	0.058	1.3

2. A real estate transfer environmental disclosure statement from Home Security Bank states that Chevron Chemical Company, predecessor in interest to Chevron Oronite Company LLC, had previously owned and operated an agrochemical facility where the Site defined below is located.
3. A letter from Amoco Oil Co. to Chevron Chemical Co. dated July 14, 1992 stated that Amoco Oil Co. owned and operated a fertilizer facility where the Site is located.
4. The lateral and vertical extent of the Site is not fully defined. It is located on and around 301 Warehouse Avenue and 116 North 1st Street, Sunnyside, Washington, parcel numbers #22102522014 and #22102522015 of record at the Yakima County Assessor's Office. Parcel number #22102522014 is located at 116 North 1st Street, Sunnyside, Washington, and is owned by Bee Jay Scales, Inc. Parcel number #22102522015 is located at 301 Warehouse Avenue, Sunnyside, Washington, and is owned by Hickenbottom & Sons, Inc.
5. The Department of Ecology completed a hazard ranking of this Site after receipt of the Hart Crowser Environmental Assessment in February 1992 as required by the MTCA (RCW 70.105D). A ranking of "1" has been calculated for the Bee Jay Scales Site.
6. Chevron Oronite Company LLC and Amoco Oil Co. have been named as potentially liable persons at this Site, and have signed an Agreed Order with Ecology to conduct a Remedial Investigation/Feasibility Study at this Site.

III.

ECOLOGY DETERMINATIONS

Ecology makes the following determinations, without admission of such determinations by Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc.

1. Bee Jay Scales, Inc. is an "owner or operator" as defined at RCW 70.105D.020(12) of a "facility" as defined in RCW 70.105D.020(4).
2. Hickenbottom & Sons, Inc. is an "owner or operator" as defined at RCW 70.105D.020(12) of a "facility" as defined in RCW 70.105D.020(4).
3. Chevron Oronite Company LLC, successor in interest to Chevron Chemical Company, is an "owner or operator" as defined at RCW 70.105D.020(12) of a "facility" as defined in RCW 70.105D.020(4).
4. Amoco Oil Co. is an "owner or operator" as defined at RCW 70.105D.020(12) of a "facility" as defined in RCW 70.105D.020(4).
5. The facility is known as the Bee Jay Scales Site and is located at 301 Warehouse Avenue and 116 North 1st Street in Sunnyside, Washington.
6. The substances found at the facility as described above are "hazardous substances" as defined at RCW 70.105D.020(7).
7. Based on the presence of these hazardous substances at the facility and all factors known to the Department, there is a "release" or threatened "release" of hazardous substances from the facility, as defined at RCW 70.105D.020(20).
8. By letter dated April 16, 2001, Ecology notified Bee Jay Scales, Inc. of its status as a "potentially liable person" under RCW 70.105D.040 after notice and opportunity for comment.
9. By letter dated April 16, 2001, Ecology notified Hickenbottom & Sons, Inc. of its status as a "potentially liable person" under RCW 70.105D.040 after notice and opportunity for comment.
10. By letter dated April 16, 2001, Ecology notified Chevron Chemical Company, predecessor in interest to Chevron Oronite Company LLC, of its status as a "potentially liable person" under RCW 70.105D.040 after notice and opportunity for comment.

11. By letter dated October 1, 2001, Ecology notified Amoco Oil Co. of its status as a "potentially liable person" under RCW 70.105D.040 after notice and opportunity for comment.
12. Pursuant to RCW 70.105D.030(1) and 70.105D.050, the Department may require potentially liable persons to investigate or conduct other remedial actions with respect to the release or threatened release of hazardous substances, whenever it believes such action to be in the public interest.
13. Based on the foregoing facts, Ecology believes the remedial action required by this Order is in the public interest.

IV.

WORK TO BE PERFORMED

Based on the foregoing Facts and Determinations, it is hereby ordered that Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. take the following remedial actions and that these actions be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein. These actions shall be completed by the dates specified in Attachment "B" "Schedule for Remedial Investigation/Feasibility Study Deliverables". Attachment "B" is hereby incorporated into this Order by reference and is an integral and enforceable part of the Order. For the purpose of this Order, the term "Bee Jay Scales Site" or "Site" shall refer to the property located on and around 301 Warehouse Avenue and 116 North 1st Street, Sunnyside, Washington, parcel numbers #22102522014 and #22102522015 of record at the Yakima County Assessor's Office.

1. According to the dates specified in Attachment "B", Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall provide Ecology with a work plan for a Remedial Investigation/ Feasibility Study (RI/FS) as described in Attachment "A" "Scope of Work for RI/FS Work Plans under Chapter 173-340 WAC". Attachment "A" is hereby incorporated into this Order by reference and is an integral and enforceable part of the Order. Attachment A is a model of what Ecology generally expects in a Work Plan. The Work Plan prepared under this Order may not include all of the tasks described in Attachment A. Ecology, in making the final determination as to what will be required in the final Work Plan, will take into consideration the conditions and complexities of the Site.

To collect sufficient information, the Work Plan will consist of the following at a minimum:

- A Site History Report which will provide an operational history and summarize all known waste disposal areas, spill areas, and other suspected sources. The site history

report shall also include an assessment and description of the existing degree and extent of contamination by evaluating existing monitoring data and qualitative information on location and levels of contamination at the facility and identify areas in need of further assessment.

- A Sampling and Analysis Plan will be developed (in accordance with WAC 173-340-820) for use during all facility characterization studies. This plan will be developed in accordance with Ecology's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies* (February 2001). No sampling may be conducted prior to Ecology approval of the Sampling and Analysis Plan.
  - A Site Safety and Health plan will be submitted to Ecology that addresses all potential exposure pathways for those conducting the facility investigation in accordance with WAC 173-340-810. The Site Safety and Health plan shall also contain measures to prevent members of the public from being exposed to hazardous conditions at the site during investigative activities and fieldwork.
  - Field investigations will be conducted as necessary to characterize the Facility and actual or potential contaminant migration pathways; define the source; define the degree and extent of contamination; identify actual or potential receptors; and an assessment of risks posed to receptors by the Facility. The results of these investigations shall be reported to Ecology in the Facility Investigation Report.
  - A Feasibility Study will be generated that will at a minimum: provide identification of contamination to be remediated; identification of cleanup action alternatives to be evaluated for compliance with the requirements in WAC 173-340-360; recommendation of a preferred Cleanup Action Plan for Ecology approval; and a schedule for implementation of a preferred Cleanup Action Plan.
2. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall implement the RI/FS work plan. The RI/FS will collect, develop, and evaluate sufficient information regarding the Site to enable the selection of a cleanup action. The RI/FS will be implemented to meet the requirements of WAC 173-340-350.
  3. No fieldwork or sampling may be conducted prior to Ecology's approval of the work plan. Deviations from the Scope of Work or approved work plan may only be made with prior Ecology verbal approval followed by written documentation of the deviation.
  4. In accordance with WAC 173-340-840(5) electronic sampling data will be submitted with all reports containing new data. The electronic data shall have at a minimum the following fields: latitude and longitude of the well or sampling location (in decimal degrees), date

sample taken, sample ID, water level altitude, sample depth, ground surface altitude, chemical constituent name, concentration result, units of measurement, data qualifier, and MTCA cleanup level. The electronic data should be readily compatible with Microsoft Excel or Access programs on a CD, 3.5" diskette, or via e-mail. This electronic version of the data will allow meaningful, rapid, and accurate analysis of data provided to Ecology.

5. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall coordinate and submit one written progress report on a monthly basis during the RI/FS phase of investigation of activities pertaining to work or progress toward completing the RI/FS for the Site to the Ecology project coordinator for the Bee Jay Scales Site.
6. If Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. cannot meet any component of the schedule specified in Attachment "B", Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall provide Ecology with a timely written extension request. The request shall specify the reason(s) the extension is needed. An extension shall be granted only if good cause exists for granting the extension and only for such period of time as Ecology determines is reasonable under the circumstances. Ecology may extend the schedule in response to any request for a period not to exceed ninety (90) days, except where an extension is needed as a result of delays in the issuance of a necessary permit which was applied for in a timely manner; or other circumstances deemed exceptional or extraordinary by Ecology. The burden shall be on Bee Jay Scales Inc. and Hickenbottom & Sons Inc. to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause includes, but is not limited to, (a) Acts of God, including fire, flood, blizzard, drought, extreme temperatures, storm, acts of war or terrorism or other unavoidable casualty; (b) Circumstances beyond the reasonable control and despite the due diligence of Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc.; or (c) Endangerment as described in Section V.12. Neither increased costs of performance of the terms of the Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc.

It shall not be necessary to formally amend this Order when an extension to the schedule specified in Attachment "B" is granted by Ecology. Ecology will provide Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. with timely written notification of any extensions granted pursuant to this Order.

V.

TERMS AND CONDITIONS OF ORDER

1. Definitions. Unless otherwise specified, the definitions set forth in ch. 70.105D RCW and ch. 173-340 WAC shall control the meanings of the terms used in this Order.
2. Public Notice. RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any provision of this Order should public comment disclose facts or considerations which indicate to Ecology that the Order is inadequate or improper in any respect.
3. Remedial Action Costs. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall pay to Ecology costs reasonably attributable to the Site that are incurred by Ecology pursuant to this Order on or after February 1, 1997. These costs shall include work performed by Ecology or its contractors for investigations, remedial actions, and Order preparation, oversight and administration. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall pay the required amount within 90 days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general description of work performed will also be provided upon request. Itemized statements shall be prepared quarterly. Failure to pay Ecology's costs within 90 days of receipt of the itemized statement of costs will result in interest charges.
4. Designated Project Coordinators.

The project coordinator for Ecology is:

Brian T. Deeken  
Washington State Department of Ecology  
15 West Yakima Avenue, Suite 200  
Yakima, WA 98902  
(509) 454-7836

Chevron Oronite Company LLC and Amoco Oil Co. have named the following as project coordinators for the site. Bee Jay Scales, Inc. and Hickenbottom and Sons, Inc. may use the same coordinators. If not, within 15 days of the receipt of this order Bee Jay Scales, Inc. and Hickenbottom and Sons, Inc. shall provide the name of a site coordinator to Ecology.

Jerry M. Sedgwick  
Chevron Environmental Management Company  
6001 Bollinger Canyon Road  
Bldg. K, Room 2038  
San Ramon, CA 94583  
(925) 842-1813

John P. Bennington  
Group Environmental Management  
801 Warrenville Road, Suite 800  
Lisle, IL 60532  
(630) 434-4102

Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. and their named site coordinator shall coordinate all work implementing this Enforcement Order through the above project coordinators. To the maximum extent possible, communications between Ecology and Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order, shall be directed through the project coordinators. Should Ecology or Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. change project coordinators, written notification shall be provided to Ecology or Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. at least ten (10) calendar days prior to the change.

5. Performance. All work performed pursuant to this Order shall be under the direction and supervision, as necessary, of a professional engineer or hydrogeologist, or similar expert, with appropriate training, experience, and expertise in hazardous waste site investigation and cleanup.

Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall notify Ecology as to the identity of such engineer(s) or hydrogeologist(s), and of any contractors and subcontractors to be used in carrying out the terms of this Order, in advance of their involvement at the Site. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order and shall ensure that all work undertaken by such agents, contractors, and subcontractors will be in compliance with this Order.

Except when necessary to abate an emergency situation, Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall not perform any remedial actions at the Bee Jay Scales Site outside those required by this Order unless Ecology concurs, in writing, with such additional remedial actions.



6. Access. Ecology or any Ecology authorized representative shall have the authority to enter and freely move about all property at the Site at all reasonable times for the purposes of, inter alia: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing the progress in carrying out the terms of this Order; conducting such tests or collecting samples as Ecology or the project coordinators may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. When entering the Site under RCW 70.105D, Ecology shall provide reasonable notice prior to entering the Site, unless an emergency prevents such notice, and shall use its best efforts to provide advance notice prior to taking any samples. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall provide Ecology seven (7) days' notice before conducting any sampling activity. The signatories of this Order shall allow split or replicate samples to be taken by the others, unless doing so would interfere with the sampling performed by the initiating party. Ecology shall make the results of all sampling, laboratory reports, videos, and/or test results generated by it or on its behalf, collected for purposes of this Order, available to Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. upon request unless an exemption from disclosure is available under Chapter 42.17 RCW. All parties with access to the Site pursuant to this paragraph shall comply with the Safety and Health Plan for the Site. During its sampling or other access activities, Ecology shall make reasonable efforts wherever possible to avoid disruption of ongoing operations at the Site.
7. Public Participation. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall prepare and/or update a public participation plan for the Site. Ecology shall maintain the responsibility for public participation at the Site. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall help coordinate and implement public participation for the Site.
8. Retention of Records. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall preserve in a readily retrievable fashion, during the pendency of this Order and for ten (10) years from the date of completion of the work performed pursuant to this Order, all submittals to Ecology, Quality Assurance/Quality Control (QA/QC) memoranda and audits, final work plans, final reports, field notes, working papers or source materials generated by hydrologists, engineers or other consultants for the RI/FS, and laboratory or testing reports and data in their possession relevant to this Order. Should any portion of the work performed hereunder be undertaken through contractors or agents of Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc., a record retention requirement meeting the terms of this paragraph shall be required of such contractors and/or agents.
9. Dispute Resolution. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. may request Ecology to resolve factual or technical disputes which may arise during the implementation of this Order. Such request shall be in writing and directed to the signatory, or his/her

successor(s), of this Order. Ecology resolution of the dispute shall be binding and final. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. are not relieved of any requirement of this Order during the pendency of the dispute and remain responsible for timely compliance with the terms of the Order unless otherwise provided by Ecology in writing. Notwithstanding the foregoing, nothing in this paragraph shall be construed as a waiver of any defenses that Bee Jay Scales, Inc. and Hickenbottom & Sons Inc. may have under RCW 70.105D to any enforcement action brought by Ecology under Section VII. Ecology shall use its best efforts to resolve disputes in a timely fashion.

10. Reservation of Rights. Ecology reserves all rights to issue additional orders or take any action authorized by law in the event or upon the discovery of a release or threatened release of hazardous substances not addressed by this Order, upon discovery of any factors not known at the time of issuance of this Order, in order to abate an emergency, or under any other circumstances deemed appropriate by Ecology.

Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances from the Bee Jay Scales Site.

In the event Ecology determines that conditions at the Site are creating or have the potential to create a danger to the health or welfare of the people on the Site or in the surrounding area or to the environment. Ecology may Order Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. to stop further implementation of this Order for such period of time as needed to abate the danger.

11. Transference of Property. No voluntary or involuntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to transfer of any legal or equitable interest Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. may have in the Site or any portions thereof, Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall serve a copy of this Order upon any prospective purchaser, lessee, transferee, assignee, or other successor in such interest. At least thirty (30) days prior to finalization of any transfer, Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall notify Ecology of the contemplated transfer.

12. Disturbance of Site Hazardous Materials. Effective immediately, except as otherwise required by this Order, no construction shall be commenced at the Site, nor shall any hazardous substance on or in the Site be disturbed, moved, or removed except by written

approval from Ecology. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall notify Ecology at least thirty days prior to commencement of any construction activities, or any activity that disturbs, moves, or removes hazardous substances, at the Site that is being performed for purposes of implementing this Enforcement Order. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall notify Ecology at least thirty days prior to commencement of any construction activities, or any activity that disturbs, moves or removes hazardous substances, at the Site that is being performed for purposes unrelated to implementation of this Enforcement Order.

13. Compliance With Other Applicable Laws.

- A. All actions carried out by Bee Jay Scales Inc. and Hickenbottom & Sons Inc. pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in paragraph B. of this section.
- B. Pursuant to RCW 70.105D.090(1), the substantive requirements of chapters 70.94, 70.95, 70.105, 75.20, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals for the remedial action under this Order not now known will be incorporated by amendment, will become applicable at the time of the amendment, and will be binding and enforceable requirements of the Order.

Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. have a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. determine that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, they shall promptly notify Ecology of this determination. Ecology shall determine whether Ecology or Bee Jay Scales Inc. and Hickenbottom & Sons Inc. shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Bee Jay Scales Inc. and Hickenbottom & Sons Inc. shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Bee Jay Scales Inc. and Hickenbottom & Sons Inc. and on how Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. must meet those requirements. Ecology shall inform Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall not begin or continue the remedial action potentially subject to the

additional requirements until Ecology makes its final determination. Ecology shall ensure that notice and opportunity for comment is provided to the public and appropriate agencies prior to establishing the substantive requirements under this section.

- C. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency which is necessary for the State to administer any federal law, the exemption shall not apply and Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

#### VI.

#### SATISFACTION OF THIS ORDER

The provisions of this Order shall be deemed satisfied upon receipt of written notification from Ecology that Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. have completed the remedial activity required by this Order, as amended by any modifications, and that all other provisions of this Order have been complied with. Ecology shall make best efforts to respond to Bee Jay Scales, Inc. and Hickenbottom & Sons, Inc. within a reasonable time of receiving a request from them for notice of completion.

#### VII.

#### ENFORCEMENT

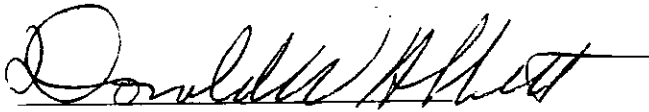
1. Pursuant to RCW 70.105D.050, this Order may be enforced as follows:
  - A. The Attorney General may bring an action to enforce this Order in a state or federal court.
  - B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.
  - C. In the event Bee Jay Scales Inc. and Hickenbottom & Sons Inc. refuse, without sufficient cause, to comply with any term of this Order, Bee Jay Scales Inc. and Hickenbottom & Sons Inc. will be liable for:
    - (1) up to three times the amount of any costs incurred by the state of Washington as a result of its refusal to comply; and

(2) civil penalties of up to \$25,000 per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board.  
This Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Order: June 5, 2002

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

A handwritten signature in black ink, appearing to read "Don Abbott", written over a horizontal line.

Don Abbott  
Section Manager  
Toxics Cleanup Program  
Central Regional Office

