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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10

IN THE MATTER OF:)

EARLE M. JORGENSEN COMPANY,)

) U.S. EPA Docket No.

) CERCLA 10-2003-0111

) Respondent,)

) Proceeding Under Sections 106, 122(a),)
) and 122(d)(3) of the Comprehensive)
) Environmental Response, Compensation,)
) and Liability Act as amended)
) (42 U.S.C §§ 9606, 9622(a),)
) 9622(d)(3)).)

ADMINISTRATIVE ORDER ON CONSENT
FOR SAMPLING AND ANALYSIS
AT JORGENSEN FORGE PROPERTY

I. INTRODUCTION

1. This Administrative Order on Consent (Order) is issued by the United States Environmental Protection Agency (EPA) and entered into voluntarily by Earle M. Jorgensen Company (Respondent). This Order directs Respondent to conduct an investigation, including sampling, to determine whether sediments in the Duwamish Waterway adjacent to the Jorgensen Forge site, which is located at 8531 East Marginal Way South in Seattle, Washington ("Site"), have been impacted by current or historical operations at the Site. The work performed by Respondent will supplement investigations performed by EPA and other parties pursuant to two prior Orders (1994 Order under Section 3008(h) of Resource Conservation and Recovery Act (RCRA) issued by EPA and entered into voluntarily by The Boeing Company (Boeing) and the 2000 Lower Duwamish Waterway (LDW) Superfund Site

1 Order under Sections 104, 122(a), 122(d)(3) of the Comprehensive Environmental Response,
2 Compensation, and Liability Act (CERCLA) and the Washington State Model Toxics Control
3 Act (MTCA), ch. 70.105D RCW issued by EPA and the Washington Department of Ecology
4 and entered into voluntarily by Boeing, The Port of Seattle, the City of Seattle, and King
5 County.

6 II. JURISDICTION

7 2. This Order is issued under the authority vested in the President of the United States
8 by Sections 106(a), 122(a) and 122(d)(3) of the Comprehensive Environmental Response,
9 Compensation, and Liability Act (CERCLA) of 1980, as amended, 42 U.S.C. § 9606(a)
10 9622(d)(3). This authority was delegated to the Administrator of EPA on January 23, 1987,
11 by Executive Order 12580, 52 Fed. Reg. 2926 (1987), further delegated to EPA Regional
12 Administrators on September 13, 1987, by EPA Delegation No. 14-14-B, and redelegated in
13 Region 10 for the purposes of this Order to the Director of Waste and Chemicals Management
14 Office.

15 3. Respondent agrees to undertake all actions required by this Order. In any action
16 by EPA or the United States to enforce this Order, Respondent consents to and agrees not to
17 contest the authority or jurisdiction of EPA to issue or enforce this Order, and agrees not to
18 contest the validity of this Order or its terms.

19 III. PARTIES BOUND

20 4. This Order shall apply to and be binding upon EPA and upon Respondent, its
21 successors and assigns. The signatories to this Order certify that they are authorized to
22 execute and legally bind the parties they represent to this Order. No change in the ownership
23 or corporate status of Respondent or any facility owned or operated by Respondent shall alter
24 Respondent's responsibilities under this Order.

25 5. Respondent shall provide a copy of this Order to any corporate successors before
26 assets in a corporate acquisition are transferred. Respondent shall provide a copy of this
27 Order to all contractors, subcontractors, laboratories, and consultants retained to conduct any
28 work required by this Order, within fourteen days after the effective date of this Order or the

1 date of retaining such services, whichever is later. Respondent shall condition any such
2 contracts upon satisfactory compliance with this Order. Notwithstanding the terms of any
3 contract, Respondent is responsible for compliance with this Order and for ensuring that its
4 subsidiaries, agents, contractors and consultants performing any Work under this Order
5 comply with this Order.

6 IV. STATEMENT OF PURPOSE

7 6. The objectives of EPA and Respondent are to provide sufficient environmental data
8 to determine whether the Site is, or has been, a source of contamination to sediments in the
9 Duwamish Waterway adjacent to the Site. To the extent the Site is determined to be a source
10 of contamination to sediments, Respondent will investigate the nature and extent of
11 contamination and the threat to public health, welfare or the environment from the release or
12 threatened release of such contamination. The results of Respondent's investigation will
13 supplement the data collected by Boeing during its RCRA Facility Investigation (RFI)
14 conducted at the Boeing Plant 2 facility pursuant to the RCRA 3008(h) AOC, including data
15 that will be collected by Boeing while this Order is in effect.

16 7. The activities conducted under this Order are subject to approval by EPA, and shall
17 provide data to support EPA's corrective action and remedial decision making processes,
18 including the production of a Statement of Basis that is consistent with RCRA and a Record
19 of Decision (ROD) that is consistent with CERCLA and the National Oil and Hazardous
20 Substances Pollution Contingency Plan, also known as the National Contingency Plan (NCP),
21 40 C.F.R. Part 300. All work performed pursuant to this Order shall be in compliance with
22 all applicable EPA guidance, policies, and procedures.

23 V. FINDINGS OF FACT

24 8. The Site is located at 8531 E. Marginal Way S. in Seattle, Washington in an
25 industrial area on the east bank of the Duwamish Waterway (Figure 1). The Site is adjacent
26 to the Boeing Plant 2 facility to the north and the Boeing Issacson facility to the south. The
27 primary activity at the Site is manufacturing of precision machined forgings from material
28 grades that include carbon, low alloy steels, stainless steel, aluminum alloys, titanium alloys,

1 and nickel based alloys. The Site includes an integrated melt shop, forging operations, heat
2 treating, and machining operations.

3 9. The bank along the northwestern portion of the Site has been constructed with a
4 fill material of unknown origin and composition.

5 10. A stormwater collection and conveyance system that discharges to the Duwamish
6 Waterway is located at the Site. There are at least seven identified stormwater discharge
7 outfalls along the shoreline of the Site (Figure 2). Outfalls 1, 2, 3, 4 and 5 are subject to a
8 National Pollution Discharge Elimination System (NPDES) permit issued by the Washington
9 State Department of Ecology (Ecology) pursuant to the Clean Water Act. EPA has no
10 information on outfalls 6, 7 and 8. King County Industrial Waste combined storm/sewer
11 conveyance pipe(s) are located underground along the northern boundary of the Site and
12 discharge to the Duwamish Waterway from the northwest corner of the Site.

13 11. A Preliminary Site Assessment conducted at the Site in 1990 by Respondent
14 documented hazardous substances in soil and groundwater including total petroleum
15 hydrocarbons, lead, chromium and volatile organic compounds (VOCs).

16 12. From 1992 through 1998, under the Ecology Voluntary Cleanup Program,
17 Respondent conducted remedial investigations, feasibility studies and cleanup at four (4) areas
18 of the Site. Area 1 includes the Hollowbore Area where lathes and associated cutting oil are
19 located. Area 1 investigations determined that groundwater and subsurface were
20 contaminated with hydrocarbons from cutting oil. A light non-aqueous phase liquid (LNAPL)
21 was found in groundwater beneath Area 1. A groundwater pump and treat system was
22 installed to contain the LNAPL in Area 1. Area 2 is the location of an oil/water separator.
23 LNAPL from releases of diesel oil and hydraulic fluid was found beneath Area 2. Area 3
24 includes the area where three (3) underground storage tanks (USTs) were located.
25 Groundwater contamination detected beneath Area 3 includes VOCs. An air sparging/vapor
26 extraction system was installed and operated in Area 3. Area 4 included several USTs that
27 have been closed in place.

1 13. Contamination at the adjacent Boeing Plant 2 facility in soil, groundwater and
2 sediment has been characterized in the 1998 RFI Report. Hazardous substances documented
3 during the RFI include: lead, mercury, chromium, cadmium, arsenic, copper, zinc, VOCs,
4 including trichloroethane (TCE) and vinyl chloride, and polychlorinated biphenyls (PCBs).
5 Boeing is currently conducting an investigation of the nature and extent of releases of PCBs
6 from an electric transformer located on the Boeing Plant 2 facility adjacent to the northwest
7 corner of the Site. The investigation will include collection of soil and groundwater samples
8 on the northwest area of the Site as well as sediment samples in the Duwamish Waterway
9 located adjacent to the northwest area of the Site.

10 14. The 2001 Phase I CERCLA remedial investigation submitted under the 2000
11 LDW Superfund Site Order found hazardous substances in sediments of the Lower Duwamish
12 Waterway including, mercury, arsenic, cadmium, copper, zinc, polycyclic aromatic
13 hydrocarbons (PAHs), and PCBs.

14 15. Respondent was the owner/operator of the Site from 1965 to 1992. Jorgensen
15 Forge Corporation (Jorgensen Forge) has owned and operated the Site from 1992 to the
16 present.

17 16. In December 2000, EPA proposed the LDW to be added to the National Priorities
18 List (NPL) of high priority cleanup sites. The LDW was placed on the NPL pursuant to
19 Section 105 of CERCLA, 42 U.S.C. § 9605, on September 13, 2001, at 66 Fed. Reg. 47583.

20 17. The Site is within the boundaries of the LDW NPL site.

21 VI. CONCLUSIONS OF LAW AND DETERMINATIONS

22 18. The Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. §
23 9601(9).

24 19. Wastes and constituents thereof found at the Site identified in paragraphs 11 and
25 12 above, are "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C.
26 § 9601(14), or constitute any pollutant or contaminant which may present an imminent and
27 substantial danger to public health or welfare within the meaning of Section 104(a)(1) of
28 CERCLA, 42 U.S.C. § 9604(a)(1).

1 Respondent shall notify EPA in writing of any changes or additions in the personnel used to
2 carry out such work, providing their names, titles, and qualifications. EPA shall have the
3 same right to approve changes and additions to personnel as it has hereunder regarding the
4 initial personnel.

5 26. Respondent shall conduct activities and submit deliverables as provided in the
6 attached Statement of Work (SOW), which is incorporated by this reference into this Order.
7 All work performed under this Order shall be in accordance with the schedules herein, and
8 in full accordance with the SOW and any deliverables submitted to and approved with or
9 without modification by EPA.

10 27. EPA may comment on, modify and/or direct changes in deliverables. Respondent
11 must fully correct all deficiencies and incorporate and integrate all information and comments
12 supplied by EPA either in subsequent or resubmitted deliverables.

13 28. If Respondent amends or revises a submittal upon receipt of EPA comments,
14 if EPA subsequently disapproves of the revised submittal, and/or if subsequent submittals do
15 not fully reflect EPA's directions for changes, EPA may seek stipulated or statutory penalties,
16 and/or any other appropriate relief.

17 29. All approvals of deliverables by EPA must be in writing. Neither failure of
18 EPA to expressly approve or disapprove of Respondent's submissions, nor the absence of
19 comments, shall be construed as approval by EPA. Respondent is responsible for preparing
20 deliverables acceptable to EPA. EPA will provide express approval in writing of
21 Respondent's deliverables and will indicate with such approval when the time period for the
22 next work phase begins.

23 30. Respondent shall, prior to any off-site shipment of hazardous substances from the
24 Site to an out-of-state waste management facility, provide written notification to the
25 appropriate state environmental official in the receiving state and to EPA's Designated Project
26 Coordinator of such shipment of hazardous substances. However, the notification of
27 shipments shall not apply to any such off-site shipments when the total volume of such
28 shipments will not exceed 10 cubic yards.

1 EPA-approved plans shall be submitted to EPA. Raw data or original laboratory reports shall
2 be provided to EPA upon request.

3 36. Respondent shall allow EPA authorized representatives to collect split or
4 duplicate samples of any samples collected by Respondent in implementing this Order.

5 37. At all reasonable times, EPA and its authorized representatives shall have the
6 authority to enter and freely move about all property over which Respondent has possession
7 or control at the Site and at off-Site areas where work, if any, is being performed, for the
8 purposes of inspecting conditions, activities, the results of activities, records, operating logs,
9 and contracts related to the Jorgensen Forge site or Respondent and its contractors pursuant
10 to this Order; reviewing the progress of Respondent in carrying out this Order; conducting
11 tests as EPA deems necessary; using a camera, sound recording device or other documentary
12 equipment; and verifying the data submitted to EPA by Respondent. Respondent shall allow
13 these persons to inspect and copy all records, files, photographs, documents, sampling and
14 monitoring data, and other writings created pursuant to this Order. Nothing herein shall be
15 interpreted as limiting or affecting EPA's right of entry or inspection authority under law.

16 38. Respondent may assert a claim of business confidentiality covering part or all of
17 the information submitted to EPA pursuant to this Order under 40 C.F.R. § 2.203, provided
18 such claim is allowed by Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7). This claim
19 shall be asserted in the manner described by 40 C.F.R. § 2.203(b) and substantiated at the time
20 the claim is made. Information determined to be confidential by EPA will be given the
21 protection specified in 40 C.F.R. Part 2. If no such claim accompanies the information when
22 it is submitted to EPA, it may be made available to the public without further notice to
23 Respondent. Respondent agrees not to assert confidentiality claims with respect to any data
24 generated pursuant to this Order related to Site conditions, sampling, or monitoring.

25 39. In entering into this Order, Respondent waives any objections to any data gathered
26 or generated pursuant to this Order that have been verified according to the quality
27 assurance/quality control (QA/QC) procedures required by the SOW or any EPA-approved
28 plans in any proceeding brought by the United States to enforce this Order.

1 the environment. Absence of the EPA Project Coordinator from the Site shall not be cause
2 for stoppage or delay of any Work.

3 XIII. OTHER APPLICABLE LAWS

4 44. Respondent shall comply with all applicable laws when implementing this Order.
5 No local, state or federal permit shall be required for any portion of the work conducted
6 entirely on site contemplated by this Order in accordance with Section 121(e)(1) of CERCLA,
7 42 U.S.C. § 9621(e)(1).

8 XIV. RECORD PRESERVATION

9 45. All records and documents in Respondent's possession which relate to the data
10 generated pursuant to this Order shall be preserved for a minimum of ten years after
11 completion of the work required under this Order. Respondent shall acquire and retain copies
12 of all such documents in the possession of its employees, agents, accountants, contractors, or
13 attorneys. After this ten year period, Respondent shall notify EPA at least ninety days before
14 the documents are scheduled to be destroyed. If EPA requests that the documents be saved,
15 Respondent shall, at no cost to EPA, give EPA the documents or copies of the documents.

16 XV. DISPUTE RESOLUTION

17 46. Any disputes arising under this Order shall be resolved as follows: Respondent
18 shall notify EPA in writing of any dispute or objection within fourteen days after such matter
19 arises. Respondent's written notification shall define the dispute and state the basis of
20 Respondent's position. EPA and Respondent shall then have fourteen days to reach an
21 agreement in writing. If an agreement is not reached within fourteen days, Respondent may
22 request a determination by the EPA Region 10 Office of Waste and Chemicals Management
23 Director. Respondent shall proceed in accordance with the Director's decision regarding all
24 matters in dispute, regardless of whether Respondent agrees with the decision. If Respondent
25 does not perform the work in accordance with the Director's decision, EPA may enforce the
26 decision, and/or seek penalties, and/or any other appropriate relief.

27 47. Respondent is not relieved of its obligations to perform and conduct activities
28 and submit deliverables on the schedule set forth in the SOW or any EPA approved

1 deliverable, while a matter is pending in dispute resolution. The invocation of dispute
2 resolution does not stay stipulated penalties under this Order.

3 XVI. DELAY IN PERFORMANCE/STIPULATED PENALTIES

4 48. For each day Respondent fails to complete a deliverable in a timely manner or
5 fails to produce a deliverable of acceptable quality, or otherwise fails to perform in accordance
6 with the requirements of this Order, Respondent may, at EPA's discretion, be liable for
7 stipulated penalties. Penalties begin to accrue on the day that performance is due or a
8 violation occurs, and extend through the period of correction. If a revised submission by
9 Respondent is required, stipulated penalties may continue to accrue until a satisfactory
10 deliverable is produced. EPA will provide written notice for violations that are not based on
11 timeliness; nevertheless, penalties may accrue from the day a violation commences rather than
12 on the date of such EPA notification. Payment shall be due within thirty days after receipt of
13 a demand letter from EPA, unless otherwise agreed to by EPA. EPA may, in its unreviewable
14 discretion, waive imposition of stipulated penalties.

15 49. If payment pursuant to the preceding paragraph is not timely made, Respondent
16 shall pay interest on the unpaid balance, which shall begin to accrue on the date of the
17 violation, at the rate established by the Department of Treasury pursuant to 30 U.S.C. §3717.
18 Respondent shall further pay a handling charge of one percent, to be assessed at the end of
19 each thirty-one day period, and a six percent per annum penalty charge, to be assessed if the
20 penalty is not paid in full within ninety days after it is due.

21 50. Respondent shall make all payments by forwarding a check to:

22 Mellon Bank
23 U.S. EPA Region X
ATTN: Superfund Accounting
24 P.O. Box 360903M
Pittsburgh, PA 15251

25 Checks should identify the name of the Site (Duwamish River -Jorgensen), Site identification
26 number, and the title of this Order. A copy of the check and/or transmittal letter shall be
27 forwarded to the EPA Project Coordinator.

1 expenses of any work to be performed under this Order or the financial difficulty of
2 Respondent to perform such work.

3 55. If any event occurs or has occurred that may delay the performance of any
4 obligation under this Order, whether or not caused by a force majeure event, Respondent shall
5 notify the EPA Project Coordinator by telephone or, in his/her absence, RCRA Compliance
6 Unit Manager, Jamie Sikorski, within forty-eight hours of when Respondent knew or should
7 have known the event might cause a delay. Within seven days thereafter, Respondent shall
8 provide in writing the reasons for the delay; the anticipated duration of the delay; all actions
9 taken or to be taken to prevent or minimize the delay; a schedule for implementation of any
10 measures to be taken to mitigate the effect of the delay; and a statement as to whether, in the
11 opinion of Respondent, such event may cause or contribute to an endangerment to public
12 health, welfare or the environment. Respondent shall exercise best efforts to avoid or
13 minimize any delay and any effects of a delay. Failure to comply with the above requirements
14 shall preclude Respondent from asserting any claim of force majeure.

15 56. If EPA agrees that the delay or anticipated delay is attributable to force majeure,
16 the time for performance of the obligations under this Order that are materially affected by the
17 force majeure event shall be extended accordingly by EPA. An extension of the time for
18 performance of the obligation directly affected by the force majeure event shall not, of itself,
19 extend the time for performance of any subsequent obligation.

20 57. To qualify for a force majeure defense, Respondent shall have the burden of
21 demonstrating by a preponderance of the evidence that the delay or anticipated delay has been
22 or will be caused by a force majeure event, that the duration of the delay was or will be
23 warranted under the circumstances, that Respondent did use best efforts to avoid and mitigate
24 the effects of the delay, and that Respondent complied with the requirements of this Section.

25 XVIII. DISCLAIMER

26 58. By entering into and acting pursuant to this Order, Respondent does not
27 necessarily agree with EPA's Findings of Fact and Conclusions of Law and does not admit any
28 liability. Neither this Order, nor Respondent's participation therein, shall be considered an

1 admission of liability and is not admissible in evidence against Respondent in any judicial or
2 administrative proceeding other than a proceeding by the United States, including EPA, to
3 enforce this Order or a judgment relating to it. Respondent retains all rights to assert claims
4 against other potentially responsible parties at the Site.

5 XIX. OTHER CLAIMS

6 59. In entering into this Order, Respondent waives any right to seek reimbursement
7 pursuant to Section 106(b) of CERCLA, 42 U.S.C. § 9606(b), for work performed pursuant
8 to this Order. Respondent also waives any right to present a claim under Sections 111 or 112
9 of CERCLA, 42 U.S.C. §§ 9611 and 9612, for such work. This Order does not constitute any
10 decision on preauthorization of funds under Section 111(a)(2) of CERCLA. Respondent
11 further waives all other statutory and common law claims against EPA arising out of
12 Respondent's implementation of this Order.

13 60. Nothing in this Order shall constitute or be construed as a release from any claim,
14 cause of action or demand in law or equity against any person or entity for any liability arising
15 out of or relating in any way to the generation, storage, treatment, handling, transportation,
16 release, or disposal of any hazardous substances, pollutants, or contaminants found at, taken
17 to or from the Site.

18 61. Respondent shall bear its costs and attorneys fees.

19 XX. INDEMNIFICATION

20 62. For the duration of this Order, Respondent shall comply with and/or ensure their
21 contractors/subcontractors comply with all applicable laws and regulations regarding the
22 provision of employer's liability insurance and workmen's compensation insurance for all
23 persons performing work on behalf of Respondent in furtherance of this Order.

24 63. Respondent agrees to indemnify and hold the United States, its agencies,
25 departments, agents, and employees harmless from any and all claims or causes of action
26 arising from or on account of acts or omissions of Respondent, its employees, agents,
27 servants, contractors, consultants, receivers, successors, or assigns, in implementing this
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1 Order. The United States or any agency or authorized representative thereof shall not be held
2 as a party to any contract entered into by Respondent in implementing this Order.

3 XXI. REIMBURSEMENT OF OVERSIGHT COSTS

4 64. Upon completion of the work required by this Order, EPA shall give
5 Respondent an accounting of all oversight costs incurred by EPA for the work required by this
6 Order, including all pre-issuance preparatory costs from December 1, 2002 to the date of
7 issuance. Oversight costs shall include all direct and indirect costs, including, but not limited
8 to, time and travel costs of EPA personnel and associated indirect costs. Any necessary
9 summaries, including, but not limited to EPA's certified Agency Financial Management
10 System summary data (SCORPIOS Report), or such other summary as certified by EPA, shall
11 serve as basis for payment demands. Respondent may review upon request the underlying
12 EPA oversight cost documentation that is readily available to EPA and which can be readily
13 provided to Respondent, such as: EPA personnel time sheets; travel authorizations and
14 vouchers; vouchers for contract payments; EPA contractor monthly invoices, applicable
15 contract laboratory program invoices, and supporting documentation for miscellaneous
16 payments. However, if the Respondent requests this documentation specified above, this
17 request will not delay or extend the requirement that Respondent must pay EPA's oversight
18 cost bill within sixty (60) days of Respondent's receipt of the accounting nor will such a
19 request suspend the accrual of Interest as specified in Paragraph 65 below

20 65. Respondent shall, within sixty days of receipt of such accounting, remit a certified
21 or cashier's check for the amount of those costs. If payment is not made within sixty days,
22 interest shall accrue from the date of the receipt of the accounting. The interest rate is the rate
23 of interest on investments for the Hazardous Substances Superfund in Section 107(a) of
24 CERCLA.

25 66. Checks should be made payable to the Hazardous Substances Superfund and
26 should include the name of the site, the site identification number and the title of this Order.
27 Checks should be forwarded to:
28

1 Mellon Bank
2 U.S. EPA Region X
3 ATTN: Superfund Accounting
4 P.O. Box 360903M
5 Pittsburgh, PA 15251

6 67. Copies of the transmittal letter and check should be sent simultaneously to the
7 EPA Project Coordinator.

8 68. Respondent agrees to limit any disputes concerning costs to accounting errors and
9 the inclusion of costs outside the scope of this Order. Respondent shall identify any contested
10 costs and the basis of its objection. All undisputed costs shall be remitted by Respondent in
11 accordance with this Section. Disputed costs shall be paid by Respondent into an escrow
12 account while the dispute is pending. Respondent bears the burden of establishing an EPA
13 accounting error or the inclusion of costs outside the scope of this Order.

14 XXII. RESERVATIONS OF RIGHTS AND REIMBURSEMENT OF OTHER COSTS

15 69. EPA reserves the right to bring an action against Respondent under Section
16 107 of CERCLA for recovery of all response costs including oversight costs, incurred by the
17 United States at the Site that are not reimbursed by Respondent, and any future costs incurred
18 by the United States in connection with response activities conducted under CERCLA at the
19 Site that Respondent is potentially liable for under CERCLA.

20 70. EPA reserves the right to bring an action against Respondents to enforce this
21 Order, and to seek penalties pursuant to Section 109 of CERCLA, 42 U.S.C. §9609.

22 71. Except as expressly provided in this Order, each party reserves all rights and
23 defenses it may have. Nothing in this Order shall affect EPA's removal authority or EPA's
24 response or enforcement authorities including, but not limited to, the right to seek injunctive
25 relief, stipulated penalties, statutory penalties, and/or punitive damages. Respondent reserves
26 the right to assert any applicable attorney-client or attorney work product privilege for any
27 document requested by EPA pursuant to this Order and EPA reserves the right to challenge
28 any such privilege asserted by Respondent.

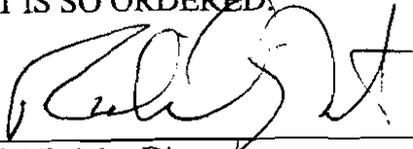
XXIII. EFFECTIVE DATE/MODIFICATION/MISCELLANEOUS

72. The effective date of this Order is the date it is executed by EPA.

1 penalties demanded by EPA, have been performed and EPA has approved the certification.
2 This approval shall not, however, terminate Respondent's obligation to comply with Sections
3 XIV, XXI, and XXII of this Consent Order.

4 79. The certification shall be signed by a responsible official on behalf of Respondent
5 who shall make the following attestation: "I certify that the information contained in or
6 accompanying this certification is true, accurate, and complete." For purposes of this Order
7 a responsible official is an official who is in charge of a principal business function.

8
9 IT IS SO ORDERED:

10 
11 BY: _____ DATE: 7/10/03
12 Richard Albright, Director
13 Office of Waste and Chemicals Management
14 EPA Region 10
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FOR RESPONDENT:

BY:  DATE: 6/30/03