

Boeing Everett Site
FS 2703

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

In the Matter of Remedial Action by:)
The Boeing Company)
Boeing Commercial Airplane Group-Everett Plant)
3003 West Casino Road)
Everett, Washington)

AGREED ORDER
No. DE 96HS-N274

TO: The Potentially Liable Person (PLP):

The Boeing Company
c/o Mr Edward J Renouard
Vice-President/General Manager
P O Box 3707, MS O3-TU
Seattle, WA 98124-2207

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4 Commercial Airplane Group-Everett Plant.

5 I. JURISDICTION

6 This Agreed Order ("Order") is issued pursuant to the authority of RCW 70.105D.050(1)
7 and WAC 173-303-646 (3) (a).

8 II. DEFINITIONS

9 Unless otherwise specified, the definitions set forth in Chapter 70.105D RCW and Chapter
10 173-340 WAC shall control the meanings of the terms used in this Order.

11 Additional definitions are as follows:

12 1. Agreed Order or Order means this Order issued under RCW 70.105D.050(1) and
13 WAC 173-340-530. The term includes the text of this Order, all attachments to this Order, and
14 all Ecology-approved submittals required pursuant to this Order. All attachments to this order
15 and Ecology-approved submittals are incorporated into this Order by this reference and are
16 enforceable parts of this Order as if fully set forth herein.

17 2. Area of Concern ("AOC") means any area of the Facility - where a release of
18 hazardous substances (including dangerous waste and dangerous constituents) at or from the
19 BCAG - Everett Plant has occurred, is occurring, is suspected to have occurred, or threatens to
20 occur.

21 3. Boeing Commercial Airplane Group - Everett Plant ("BCAG - Everett Plant")
22 means all contiguous property located at 3003 West Casino Road, Everett, Washington, which is
23 owned, operated, or under the control of The Boeing Company.

24 4. Cleanup Action Plan ("CAP") means the document prepared by Ecology under
25 WAC 173-340-360 which selects facility specific corrective measures, cleanup standards, points
26 of compliance and other requirements for the cleanup action.

27 5. Cleanup Standards means the standards promulgated under RCW
28 70.105D.030(2)(d) and include (1) hazardous substance concentrations "cleanup levels" that
29 protect human health and the environment; (2) the location at the Facility where those cleanup

1 levels must be attained, "points of compliance"; and (3) additional regulatory requirements that
2 apply to a cleanup because of the type of action required and/or the location of the Facility.

3 6. Corrective Action means any activity including investigations, studies,
4 characterizations and corrective measures, including actions taken pursuant to Chapter 70.105D
5 RCW and Chapter 173-340 WAC, undertaken in whole or in part to fulfill the requirements of
6 Chapter 70.105 RCW and WAC 173-303.

7 7. Corrective Measure means any measure to control, prevent, or mitigate releases
8 and/or potential releases of hazardous substances (including dangerous waste and dangerous
9 constituents) at or from the BCAG - Everett Plant, which action has been reviewed and approved
10 by Ecology and set forth in a facility specific Cleanup Action Plan ("CAP") prepared in
11 compliance with the requirements of Chapter 70.105D RCW and Chapter 173-340 WAC,
12 including WAC 173-340-360. Corrective measures may include interim actions as defined by
13 Chapter 173-340 WAC.

14 8. Dangerous Constituent means any constituent identified in WAC 173-303-9905 or
15 40 CFR Part 264 Appendix IX; any constituent which caused a waste to be listed or designated as
16 dangerous under the provisions of Chapter 173-303 WAC, or any constituent defined as a
17 hazardous substance at RCW 70.105D.020(7).

18 9. Dangerous Waste means any solid waste designated in WAC 173-303-070 through
19 173-303-100 as dangerous, extremely hazardous, or mixed waste. Dangerous wastes are
20 hazardous substances under RCW 70.105D.020(7).

21 10. Dangerous Waste Constituent means any constituent listed in WAC 173-303-9905
22 or any other constituent that has caused a waste to be a dangerous waste under Chapter 173-303
23 WAC. Dangerous waste constituents are hazardous substances under RCW 70.105D.020(7).

24 11. Day shall always mean a calendar day unless otherwise specified. In computing
25 any period of time under this Order, if the last day falls on a Saturday, Sunday, or a state or
26 federal holiday, the period shall run until the end of the next day which is not a Saturday, Sunday,

1 or a state or federal holiday. Any time period scheduled to begin on the occurrence of an act or
2 event shall begin on the day after the act or event.

3 12. Facility means the BCAG - Everett Plant and all other property, regardless of
4 control, at which hazardous substances, including dangerous wastes and dangerous constituents,
5 released at or from the BCAG - Everett Plant, have come to be located.

6 13. Feasibility Study ("FS") means the investigation and evaluation of potential
7 corrective measures performed in accordance with the Feasibility Study (FS) requirements of
8 WAC 173-340-350 and the Remedial Investigation and Feasibility Study (RI/FS) requirements
9 outlined in Section VI of this Order. The Ecology approved FS will be deemed to be equivalent
10 to a RCRA Corrective Measures Study, fulfilling the corrective action requirements of WAC
11 173-303-646.

12 14. Hazardous Substance means the definition of hazardous substance at RCW 70.
13 105D.020(7).

14 15. Permit or Permitting Requirement, unless otherwise specified, means the
15 requirements pursuant to Chapter 70.105 RCW and Chapter 173-303 WAC for applying for,
16 obtaining, maintaining, modifying, and terminating dangerous waste management facility permits.

17 16. RCRA Facility Assessment ("RFA") means the investigation conducted under the
18 direction of the U.S. Environmental Protection Agency - Region Ten (U.S. EPA Region X) for
19 releases and potential releases at or from the BCAG - Everett Plant. The results of the RFA are
20 described in the report entitled "*Boeing Company Plant, Everett, Washington, Resource*
21 *Conservation and Recovery Act Facility Assessment, December 2, 1993, Prepared by PRC*
22 *Environmental Management, Inc.*" ("RFA Report"). The RFA Report is incorporated into this
23 Order by this reference as if fully set forth herein.

24 17. Release means the definition of release at RCW 70.105D.020(19), which includes
25 any intentional or unintentional entry of any Hazardous Substance into the environment, including
26 but not limited to the abandonment or disposal of containers of Hazardous Substances.

1 18. Remedial Investigation ("RI") means a facility wide investigation and
2 characterization performed in accordance with the requirements of Chapter 173-340 WAC and
3 the remedial investigation/feasibility study ("RI/FS") Scope of Work described in Section VI of
4 this Order. The Ecology approved RI will be deemed to be equivalent to a RCRA facility
5 investigation, fulfilling the corrective action requirements of WAC 173-303-646.

6 19. Solid Waste Management Unit ("SWMU") means the definition of Solid Waste
7 Management Unit at WAC 173-303-040, including any discernible location at the BCAG -
8 Everett Plant, where solid wastes have been placed at any time, whether or not the location was
9 intended for the management of solid or dangerous wastes. These SWMUs include any area at
10 the BCAG - Everett Plant at which solid wastes, including spills, were routinely and
11 systematically released.

12 20. Submittal shall include any workplan, report, status report, or any other written
13 document required to be submitted to Ecology pursuant to this Order

14 **III. OBJECTIVES**

15 The corrective action objectives for the Facility are:

16 1. Performance by The Boeing Company of a remedial investigation and feasibility
17 study ("RI/FS") at the Facility, to be approved by Ecology and conducted in accordance with the
18 requirements of Chapter 70.105D RCW and Chapter 173-340 WAC. The purpose of the RI/FS
19 is, in part, to satisfy the corrective action requirements of WAC 173-303-646.

20 2. After completion and approval of the RI/FS, preparation by The Boeing Company
21 of a draft cleanup action plan (draft "CAP") to satisfy the requirements of Chapter 173-340-400
22 and to concurrently satisfy the corrective action requirements of WAC 173-303-646.

23 3. Finalization of a CAP after public review and comment. Negotiation of a consent
24 decree or agreed order under which The Boeing Company will design, construct, operate, and
25 monitor the selected cleanup or corrective actions. The cleanup will be designed to address
26 releases into the environment of dangerous constituents at or from the SWMUs and AOCs at the
27 BCAG - Everett Plant, including any releases that migrate offsite.

1 4 Performance by The Boeing Company of interim actions which are required, and
2 reviewed and approved by Ecology and in accordance with Chapter 173-340 WAC. The purpose
3 of the identified interim actions is to eliminate or reduce the migration of contamination in the
4 surficial and subsurface soils, and groundwater. This Agreed Order will require the continuation
5 of ongoing remedial action activities for SWMUs and AOCs listed in Attachment 6 as interim
6 actions pending Ecology selection of final remedial actions.

7 5. Submittal to Ecology of all previously completed subsurface characterization data
8 reports and remediation status reports prepared by or for The Boeing Company for all SWMUs
9 and AOCs identified in this Order. Ecology will review the data and reports to determine if a no
10 further action (NFA) or further action decision is appropriate for the previously completed
11 independent remedial actions. These data and reports for independent remedial actions are listed
12 in Attachment 7A. If Ecology finds that further remedial investigations and/or cleanup action is
13 required, Ecology will identify any necessary changes to the RI workplan and/or amendments to
14 the Agreed Order to address such Additional Work. Accordingly, this Agreed Order will
15 integrate prior independent remedial action activities with the remedial action requirements
16 hereunder.

17 IV. FINDINGS OF FACT

18 Ecology makes the following Findings of Fact:

19 1 The Boeing Company is and has been the owner and operator of the BCAG -
20 Everett Plant since at least November 17, 1980, when The Boeing Company filed its original
21 RCRA Part A permit application for the storage of dangerous wastes in a container storage area
22 and in dangerous waste tanks (RCRA 3005).

23 2 The Boeing Company owned and operated its BCAG - Everett Plant, and stored
24 dangerous waste onsite under WAD041585464, after November 19, 1980, the date which
25 subjects facilities to RCRA permitting requirements, including interim status requirements
26 pursuant to Section 3005 of RCRA and RCW 70 105.145, and implementing regulations
27 thereunder, and including authorized state regulations promulgated in Chapter 173-303 WAC.

1 3. On August 6, 1980, The Boeing Company notified the U S E P A Region X of its
2 dangerous waste management activities at the BCAG - Everett Plant.

3 4. Currently, the BCAG - Everett Plant is owned, operated, and under the control of
4 The Boeing Company, and is storing dangerous waste onsite under RCRA interim status
5 requirements pursuant to Section 3005 of RCRA and implementing regulations including the
6 authorized Washington State Dangerous Waste Regulations promulgated in Chapter 173-303
7 WAC. In subsequent Annual Dangerous Waste Reports submitted to Ecology, The Boeing
8 Company identified itself as managing the following dangerous wastes at the BCAG - Everett
9 Plant: halogenated and nonhalogenated solvents, paints, lacquers, primers, paint strippers, inks,
10 adhesives, sealants, resins, curing agents, lubricants, oils, greases, synthetic hydraulic fluids, jet
11 fuel, mineral acids in plating and coating solutions, strong caustics, cyanide plating and coating
12 solutions, strong caustics, cyanide plating and stripping solutions, wastewater and sludges from
13 painting operations, rinse water from plating and coating operations, rinse water from plating and
14 coating operations, wastewater treatment plant filter cake, contaminated rags and absorbents, and
15 dangerous wastes containing heavy metals.

16 5. Pursuant to the August 6, 1980, notification, The Boeing Company was issued
17 identification number WAD041585464 from the U S E P A Region X for the BCAG-Everett
18 Plant.

19 6. On November 17, 1980, The Boeing Company submitted to the U S E P A
20 Region X Part A - of its RCRA dangerous waste storage permit application for the BCAG -
21 Everett Plant. Since that time, The Boeing Company has submitted various revisions to its Part A
22 application. At the time of submission of its first Part A. At the time of submission of its first Part
23 A permit application, the BCAG - Everett Plant stored dangerous waste in containers in the 40-07
24 building, which had a capacity of 6,600 gallons. In 1987, storage of dangerous waste in
25 containers was moved to the 40-15 building in coordination with Ecology. In 1988, Boeing filed
26 a Part A requesting authorization to store up to 75,000 gallons of dangerous waste in containers
27 at the 40-15 building. In addition to container storage, Boeing requested authorization in 1983 to

1 store hydraulic fluid waste in two 500 gallon above-ground tanks in the 40-24 building. These
2 tanks have undergone closures currently under review by Ecology.

3 7. The Boeing Company submitted to Ecology a RCRA Part B application dated
4 November 7, 1988 for the storage of dangerous wastes at the Boeing - Everett Plant. Since that
5 time, The Boeing Company has updated its Part B application, and Ecology has undertaken
6 review of the permit application.

7 8. Similar to Federal RCRA and its amendments, state regulations (WAC 173-303-
8 646) require that all dangerous waste treatment, storage, and disposal ("TSD") facilities that are
9 seeking or are required to have a RCRA permit to manage dangerous wastes must conduct
10 corrective action, as necessary to protect human health and the environment, for all releases of
11 dangerous wastes and dangerous constituents at and from a TSD facility. Since the BCAG -
12 Everett Plant is seeking a RCRA TSD permit, it is subject to the corrective action requirements
13 under WAC 173-303-646.

14 9. On July 29 through August 1, 1991, Ecology & Environment, Inc., a
15 subcontractor for the U.S. E.P.A. Region X, performed a RCRA Facility Assessment (RFA)
16 inspection at the BCAG - Everett Plant. On August 17 and 18, 1993, PRC Environmental
17 Management, Inc., also a subcontractor for the U.S.E.P.A. Region X, performed an additional
18 RFA inspection at the BCAG - Everett Plant and relied in part on information previously
19 generated by Ecology & Environment. The final RFA report, dated December 2, 1993,
20 recommended additional subsurface soil and groundwater investigations for specific SWMUs and
21 AOCs.

22 10. Pursuant to the RFA Report and other information, Ecology has identified
23 SWMUs and AOCs at the BCAG - Everett Plant listed in Attachments 5 through 8.

24 11. Dangerous constituents which have been released or have the potential to be
25 released to soils, groundwater, surface water and/or sediments at the Facility, include, but are not
26 limited to, toluene, benzene, ethylbenzene, xylene, cyclohexanone, trimethylbenzene,
27 isopropylbenzene, 1,1,1 trichloroethane, trichloroethene, perchloroethene, 1,1 dichloroethane, 2-

1 butanone, 4-methyl 2-pentanone, tributyl phosphate, dibutyl phenyl phosphate, butyl diphenyl
2 phosphate, triphenyl phosphate, polychlorinated biphenyls, acetone, cyanides, lead, arsenic,
3 chromium, polycyclic aromatic hydrocarbons ("PAHs"), and total petroleum hydrocarbons
4 including gasoline, diesel and heavy oil fractions ("TPH"). Releases from SWMUs and AOCs are
5 documented in the following reports:

6 (A) Dames and Moore, July 31, 1986, *Underground Tank Leak Investigation Report,*
7 *Boeing Everett Facility, Building 40-51;*

8 (B) Converse Consultants NW, February 7, 1994, *Subsurface Investigation Report,*
9 *North Fire Pit, Boeing Commercial Airplane Group, Everett, Washington;*

10 (C) Converse Consultants NW, February 5, 1995, *Shallow-Zone Soil Investigation*
11 *Report, Former South Fire Training Pit Report, Boeing Commercial Airplane Group,*
12 *Everett, Washington;*

13 (D) Landau Associates, Inc., December 1993, *Site Characterization Study, Paine Field*
14 *Sports Club Site Report, Boeing Everett Facility, Everett, Washington;*

15 (E) *Boeing Everett Paine Field Sports Club (Gun Club) Area Groundwater Monitoring*
16 *Results, First Quarter 1995, Second Quarter 1995;*

17 (F) Environmental Science and Engineering, Inc., May 18, 1995, *Preliminary RCRA*
18 *Facility Investigation Report, Area 4 - Oil/Water Separator Located North of Fueling*
19 *Position F-1, Boeing Commercial Airplane Group, Everett Division, Everett,*
20 *Washington;*

21 (G) Environmental Science and Engineering, Inc., April 20, 1995, *Preliminary RFI*
22 *Report - Area 3 - Former UST EV-12, North of Fueling Position F-1, Boeing*
23 *Commercial Airplane Group - Everett Division;*

24 (H) Dames and Moore, December 12, 1994, *Report Supplemental Environmental*
25 *Investigation, 40-56 Building, Boeing Commercial Airplane Group Facility, Everett,*
26 *Washington; and*

1 (I) SEACOR, March 21, 1994, *Final Report on the Demolition, Decontamination, and*
2 *Integrity Testing, Above Ground Dangerous Waste Tank System Closure Report, 40-24*
3 *Building, Boeing Commercial Airplane Group Facility, Everett, Washington.*

4 12. The Boeing Company has performed independent remedial actions at the BCAG -
5 Everett Plant directly related to SWMUs and AOCs. These independent remedial actions
6 including engineering studies are described in reports prepared for or by The Boeing Company. A
7 complete list of independent remedial action reports for SWMUs and AOCs listed in Attachment
8 7 is found in Attachment 7A.

9 **V ECOLOGY DETERMINATIONS**

10 1. The Boeing Company is a person within the meaning of RCW 70.105D.020(11).

11 2. The Boeing Company is the owner and operator of a dangerous waste
12 management facility that has operated, and is operating, under interim status subject to Section
13 3005(e) of RCRA and regulations promulgated thereunder, including authorized state regulations
14 in Chapter 173-303 WAC.

15 3. Certain waste and constituents found at the facility are dangerous wastes and/or
16 dangerous constituents as defined by Chapter 173-303 WAC, and shown in Section II of this
17 Order.

18 4. Dangerous wastes and dangerous constituents are considered hazardous
19 substances within the meaning of RCW 70.105D.020.

20 5. Based on the Findings of Fact and the administrative record, Ecology has
21 determined that releases and potential releases of dangerous constituents at and/or from the
22 BCAG - Everett Plant may present a threat to human health and the environment. Ecology has
23 further determined that this Agreed Order should be issued in order to achieve the objectives
24 stated in Section III hereof.

25 6. By letter dated November 27, 1995, Ecology notified The Boeing Company of its
26 status as a "potentially liable person" (PLP) under RCW 70.105D.040.

1 7. Pursuant to RCW 70.105D.030(1), Ecology may require potentially liable persons
2 to investigate or conduct other remedial actions with respect to the release or threatened release
3 of hazardous substances, whenever Ecology believes such action to be in the public interest.

4 8. Ecology has determined that the actions, including investigations, required by this
5 Order are in the public interest.

6 9. By Entering into this Order, The Boeing Company makes no admissions of fact or
7 liability. However, The Boeing Company agrees not to contest the above facts or its status as a
8 PLP in any proceeding or administrative action brought by Ecology to enforce this Order.

9 **VI. WORK TO BE PERFORMED**

10 Based on the foregoing Findings of Fact and Determinations, it is hereby ordered that The
11 Boeing Company take the following remedial actions and that these actions be conducted in
12 accordance with Chapter 173-340 WAC and Chapter 173-303 WAC, unless otherwise specifically
13 provided for herein.

14 1. Within ninety (90) calendar days of the effective date of this order, The Boeing
15 Company shall provide the Washington State Department of Ecology - Northwest Regional
16 Office ("Ecology -NWRO") a draft remedial investigation ("RI") workplan which discusses
17 procedures for investigating the subsurface soil and hydrogeological regime at the Facility and for
18 characterizing the concentration, chemical nature, extent (horizontal and vertical), and the
19 direction and rate of migration of dangerous constituents released into the environment at or
20 from each of the SWMUs and AOCs identified in Attachment 5: SWMUs and AOCs Where a
21 Remedial Investigation is Needed at the Boeing Commercial Airplane-Everett Plant. The draft
22 RI workplan shall follow the requirements specified in WAC 173-340-350. Information gathered
23 in the RI shall be of adequate technical quality and detail to support the recommendations of a
24 Feasibility Study ("FS") For the portion(s) of the Facility containing SWMUs and AOCs
25 identified in Attachment 5, the RI workplan shall describe procedures for evaluating:

- 1 (A) the vertical and horizontal hydraulic conductivity of the saturated and unsaturated
2 soils to appropriate depths based on existing subsurface conditions and characteristics of
3 each SWMU and AOC and the data gathered during the RI activities;
- 4 (B) the seasonal groundwater flow direction and gradient of all potentially impacted
5 perched groundwater units;
- 6 (C) a qualitative description of potential human and environmental receptors and
7 potential pathways to each receptor from each SWMU and AOC or group of SWMUs and
8 AOCs, as appropriate. Based on this information, Ecology may, at a later time, request
9 further quantitative evaluation of the migration of contaminants to potential receptors;
- 10 (D) the lithologic description of stratigraphic units. All soil borings logged shall be
11 classified using the Unified Soil Classification (USC) system. Soil measurements shall
12 include as appropriate: bulk density, porosity, total organic matter content, particle size
13 distribution, and moisture content;
- 14 (E) the lateral continuity of all stratigraphic units encountered in the areas investigated;
- 15 (F) the potential hydraulic connection between the perched groundwater units with
16 surface water bodies, the Esperance Sand Aquifer, downgradient wells, and human or
17 environmental receptors;
- 18 (G) the estimated rate and direction of future migration in the subsurface soils,
19 groundwater, surface water, and sediments of dangerous constituents released at or from
20 SWMUs and AOCs;
- 21 (H) the chemical and physical properties of the soil, sediment, groundwater, surface
22 water and released dangerous constituents which may assist in determining mobility and
23 degradation of the dangerous constituents; and
- 24 (I) the vertical and horizontal hydraulic conductivity, particle size distribution,
25 porosity and organic carbon content of the glacial till and sand units down to and including
26 the Esperance Sand Aquifer.

1 Additionally, for the portion(s) of the Facility containing the SWMUs and AOCs identified in
2 Attachment 5, the RI workplan shall describe procedures for obtaining the following for Ecology:

3 (J) hydrogeologic cross sections;

4 (K) seasonal water level contour maps obtained from groundwater wells, where the
5 location, number, and construction of groundwater monitoring wells shall be sufficient to
6 characterize the extent and nature of any groundwater contamination;

7 (L) the documentation of well construction materials, design, installation, and
8 development methods. Groundwater monitoring wells systems shall be designed, sampled,
9 constructed, maintained, and abandoned in accordance with Chapter 173-160 WAC and
10 the *Technical Enforcement Guidance Document* (U.S. E.P.A. OSWER 9950 1 September
11 1986);

12 (M) a list and map of the location, including water extraction rates, of all active and
13 inactive local water withdrawing wells within a 1.0 mile radius of the BCAG - Everett
14 Plant and their potential effect on hydraulic gradients;

15 (N) data from the chemical analysis of potentially impacted media (e.g., soil,
16 groundwater, sediment, and surface water) samples for dangerous constituents and their
17 major breakdown products likely to be present based on The Boeing Company's
18 knowledge of past and present chemical usage associated with a SWMU and AOC or
19 group of SWMUs and AOCs. Groundwater samples for chemical analysis shall be
20 collected on at least a quarterly basis, unless otherwise approved by Ecology. Soil
21 samples for chemical analysis will be obtained at appropriate intervals as designated in the
22 Workplan, utilizing criteria approved by Ecology;

23 (O) a time schedule for the completion of RI milestones;

24 (P) a list of analytical methods, detection limits, practical quantitation limits, and
25 chemical parameters to be analyzed. Prepare quality assurance/quality control procedures
26 (QA/QC) and submit them to Ecology-NWRO for review and approval in a QA Project
27 Plan. Prepare the QA Project Plan in accordance with *Guidelines and Specifications for*

1 *Preparing Quality Assurance Project Plans*, May 1991, Department of Ecology

2 Publication No. 91-16;

3 (Q) a sampling and analysis plan in accordance with WAC 173-340-820 and 830 and
4 *The Guidance on Sampling and Data Analysis Methods*, January 1995, Department of
5 Ecology; and

6 (R) an engineering drawing of the storm water collection system for the BCAG -
7 Everett Plant which includes at a minimum the location of all oil water separators, storm
8 drains, drain piping, and outfall locations

9 The RI Workplan shall also describe procedure for evaluating the following:

10 (S) evaluate the effectiveness of the stormwater treatment system; and

11 (T) the seasonal groundwater flow direction and gradient of the Esperance Sand
12 Aquifer.

13 In preparing the RI Workplan and RI Report and conducting the RI, The Boeing Company may
14 utilize information or data gathered during previous independent investigations, and may group
15 SWMUs and AOCs for purposes of effective discussion and analysis. The Boeing Company may
16 use a phased approach to RI investigations per criteria approved by Ecology in the RI Workplan.
17 The RI Report shall also contain recommendations, for approval by Ecology, identifying those
18 releases of dangerous constituents from the SWMUs and AOCs listed in Attachments 5, 6 or 7
19 which should be addressed in the FS Workplan.

20 2. The Boeing Company shall submit an interim action workplan to Ecology-NWRO
21 within sixty (60) calendar days of the effective date of this order, for SWMUs and AOCs listed in
22 Attachment 6: SWMUs and AOC's Where Interim Actions are Required in Addition to
23 Subsurface Investigation at the BCAG -Everett Plant. The interim action workplan is intended to
24 address SWMUs and AOCs at which corrective action is ongoing, and shall discuss information
25 generated, activities undertaken, and interim actions underway (e g , ongoing operation and
26 monitoring).

27 A. Interim action described in the workplan shall include, but not be limited to:

1 (i) the description of each of the interim actions summarized in Attachment 6A
2 and how each will meet the criteria identified in WAC 173-340-430(1) and (2) as
3 appropriate;

4 (ii) a description of the information and data generated and plans utilized in
5 conducting the interim actions, consistent with appropriate provisions contained in
6 WAC 173-340-430(6);

7 (iii) a QA Project Plan written in accordance with *Guidelines and Specification*
8 *for Preparing Quality Assurance Project Plans*, May 1991, Department of
9 Ecology Publication No. 91-16;

10 (iv) time schedule of activities; and

11 (v) description of the anticipated effectiveness of the interim actions when
12 completed, and conditions for terminating interim actions.

13 (B) Installation, design, and maintenance of groundwater wells shall be in compliance
14 with WAC 173-160 Minimum Standards for Construction and Maintenance of Wells and
15 the *Technical Enforcement Guidance Document* (U.S.E.P.A. OSWER 9950.1 September
16 1986).

17 (C) Conditions for temporary or permanent termination of interim actions shall be one
18 of the following:

19 (i) The expected results are achieved and confirmed by Ecology;

20 (ii) Ecology determines that conditions no longer warrant interim actions; or

21 (iii) Ecology or The Boeing Company determines that health and safety of the
22 site workers or individuals in the impacted area are potentially at risk.

23 3. Within 60 calendar days of the effective date of this Agreed Order, The Boeing
24 Company shall submit to Ecology-NWRO, all subsurface investigation reports, analytical data,
25 and engineering reports conducted on the SWMUs and AOCs listed in Attachments 5, 6, and 8.

26 4. Within 20 calendar days of the effective date of this Agreed Order, The Boeing
27 Company shall submit to Ecology-NWRO all reports and all data generated with respect to the

1 independent remedial investigation and cleanup activities at all SWMUs and AOCs listed in
2 Attachment 7: SWMUs and AOCs Where Independent Action has been Completed at the Boeing
3 Commercial Airplane Group -Everett Plant. These reports and data are listed in Attachment 7A.

4 5. If Ecology identifies any additional remedial investigation beyond those activities
5 conducted independently as being necessary to meet the objectives of this Agreed Order, Ecology
6 will notify The Boeing Company of its requirements for Additional Work as provided in Section
7 VII.6.

8 6. Upon completion of the remedial investigation work described in the final
9 Ecology-approved RI workplan, The Boeing Company shall submit to Ecology-NWRO a draft RI
10 report as provided in the approved RI Workplan schedule.

11 7. Within sixty (60) calendar days after receiving written Ecology approval of the
12 final RI report, The Boeing Company shall submit to Ecology-NWRO a draft FS workplan. The
13 draft FS workplan shall be written in accordance with WAC 173-340-350 and contain, at a
14 minimum, methods for evaluating the technical, environmental and human health, and financial
15 costs associated with each remedial option. The FS workplan shall contain a time schedule for
16 completing the FS activities and, at a minimum, the methods for evaluating the following:

17 (A) Current Conditions: The Boeing Company shall update Ecology on the current
18 nature and extent of dangerous constituents released into the environment at or from the
19 SWMUs and AOCs addressed in the RI, if different from the results of the RI report.

20 (B) Technical: The Boeing Company shall develop a set of remedial options to
21 address those SWMUs and AOCs to be evaluated in the FS. The initial set of remedial
22 options shall include options utilizing preferred cleanup technologies described in WAC
23 173-340-360(4)(a). The FS workplan may incorporate prescreening of remedial
24 alternatives in order to streamline the FS process, and may propose a focused analysis to
25 support the use of presumptive remedies recognized in U.S. Environmental Protection
26 Agency cleanup guidelines. The Boeing Company shall, at a minimum, evaluate the
27 following for each pre-screened remedial option:

- 1 (i) the permanence and practicability of the option, based upon factors of
2 overall protectiveness of human health and the environment, long-term
3 effectiveness, short-term effectiveness, permanent reduction of toxicity, mobility
4 and volume of dangerous constituents, implementability, cost, and community
5 concerns as specified in WAC 173-340-360(5)(d);
- 6 (ii) chemical and physical characteristics and estimated quantity of remediation
7 wastes generated;
- 8 (iii) compliance with all applicable Federal and State applicable, relevant, and
9 appropriate regulations ("ARARs"), including but not limited to standards in
10 RCRA, Clean Water Act, Clean Air Act, Model Toxics Control Act ("MTCA"),
11 Toxic Substances Control Act ("TSCA"), and the Safe Drinking Water Act
12 ("SDWA");
- 13 (iv) limitations of site use as a result of implementing each remedial option,
14 including but not limited to deed restrictions, access control mechanisms to
15 prevent unauthorized entry, surface covers, and prohibition on use of groundwater
16 for drinking, agricultural, or industrial purposes;
- 17 (v) if required by Ecology, examples of facilities using the same remedial
18 options for similar dangerous constituents, and a discussion of the results achieved;
19 and
- 20 (vi) discussion of laboratory or bench-scale tests necessary to evaluate the
21 effectiveness of any remedial option.

22 (C) Environmental: Evaluate the future long and short term adverse effects and
23 response to the environment of each remedial option, and measures necessary to mitigate
24 any adverse effects. Evaluate both the positive and negative environmental consequences
25 of implementing each remedial option.

26 (D) Human Health and the Environment: Evaluate the future long and short term
27 potential exposure to human and environmental receptors of residual contamination during

1 and after remedy implementation, based on potential exposure routes and toxicity of
2 dangerous constituents.

3 (E) Cost Estimate: Evaluate the capital costs (mobilization, design, construction,
4 permits, licenses, and taxes) for each remedial option. Include, at a minimum, quantities,
5 unit costs, and total costs, annual operating costs (labor, expendable goods, utilities, and
6 laboratory analysis), and present worth analysis of each remedial option.

7 (F) Restoration Timeframe: Submit an estimate of the time required to meet the
8 remediation goals for each remedial option in the draft FS workplan.

9 (G) Recommendation: Provide a recommendation for one or more remedial options
10 based on the factors described above.

11 8. Upon completion of the feasibility study work described in the final Ecology
12 approved FS workplan, The Boeing Company shall submit to Ecology-NWRO a draft FS report
13 as provided in the approved FS workplan schedule.

14 9. After Ecology concurrence and approval of the final FS report, and if required by
15 Ecology, The Boeing Company shall submit a draft cleanup action plan ("DCAP") to Ecology -
16 NWRO within forty five (45) calendar days of receipt of formal notification of such requirement
17 by letter. The notification shall identify the required scope of the DCAP. The DCAP shall meet
18 the requirements of WAC 173-340-360, -400(1) through (7), -410 as well as WAC 173-303-646.

19 10. The scope of any DCAP required by Ecology shall be subject to the Additional
20 Work provisions in Section VII. 6.

21 11. After the parties agree upon the terms of a DCAP, The Boeing Company shall
22 enter into negotiations with Ecology regarding a consent decree or agreed order to design,
23 construct, operate, and monitor the chosen remedial option(s) described in the DCAP. After
24 public review and comment on the DCAP document and agreed order or consent decree, Ecology
25 will modify and approve the final cleanup action plan ("CAP").

26 12. Notwithstanding the foregoing, if the Remedial Investigation identifies releases of
27 dangerous constituents at the Facility from both Boeing and non-Boeing third party sources

1 which, due to source(s), nature and/or location, render it impracticable for Boeing to remediate
2 the releases from Boeing sources without involving third parties (the "Commingled Releases"),
3 Ecology may allow Boeing to conduct additional Remedial Investigation and/or a Feasibility
4 Study, and prepare a Cleanup Action Plan addressing Commingled Releases pursuant to a
5 separate agreed order or consent decree, as appropriate. In such event, Boeing and Ecology may
6 proceed as follows under this Agreed Order:

- 7 a. Prepare a DCAP and issue an Interim CAP under this Agreed Order addressing
8 non-Commingled Releases and, as appropriate, any sources of Commingled Releases at
9 the BCAG - Everett Plant, pending issuance of a CAP addressing Commingled Releases
10 under separate order or decree;
- 11 b. Proceed with negotiation of a consent decree or agreed order to implement the
12 Interim CAP; and
- 13 c. Issue a final CAP under this Agreed Order incorporating the CAP for the
14 Commingled Releases once it is finalized under separate order or decree

15 In lieu of or in addition to the foregoing, Boeing and Ecology may agree to take such
16 other actions as may be appropriate to provide for remediation of non-Commingled Releases and
17 Commingled Releases under separate orders or decrees.

18 13. The Boeing Company shall follow the reporting guidelines in WAC 173-340-840
19 for all parts of this order unless otherwise agreed to by both Ecology and The Boeing Company.
20 All data generated pursuant to this order shall be submitted to Ecology-NWRO, including all
21 outlier and duplicate data. In addition, all groundwater, sediment, surface water, and soil data
22 generated shall be submitted to Ecology-NWRO as copies of the original reported laboratory data
23 sheets, in tabulated data format, and in electronic EXCEL 5.0 format for the constituent
24 concentrations detected above method detection limits in the above referenced environmental
25 media. Laboratory detection limits and practical quantitation limits shall be reported for each
26 chemical constituent concentration detected.

1 14. The Boeing Company shall submit status reports to Ecology-NWRO every two
2 months, starting from the effective date of this Agreed Order until all of the requirements of this
3 Agreed Order are completed to Ecology's satisfaction. The submittal shall be due on the 15th day
4 of the month following the two-month activity period. The Boeing Company shall describe the
5 following in each status report:

- 6 A. all work conducted pursuant to this Agreed Order during the last two month period;
- 7 B. occurrence of any problems, how problems were rectified, deviations from the
8 workplans and an explanation for all deviations;
- 9 C. projected work to occur in the upcoming 2 months;
- 10 D. summaries of significant findings, changes in personnel, summaries of contacts with all
11 federal, state, local community, and public interest groups; and
- 12 E. all laboratory analyses (as copies of the original laboratory reporting data sheets, in
13 tabulated data format) for which quality assurance procedures were completed during
14 the two month period.

15 If both Ecology and The Boeing Company agree that such a change is necessary, the frequency of
16 progress report submittals shall be revised. This would be an example of a minor modification
17 that may be agreed to by Ecology and The Boeing Company without public comment.

18 15. The Boeing Company shall notify Ecology's Project Coordinator in writing of any
19 newly-identified SWMU(s), newly-discovered releases from known SWMU(s), and newly-
20 discovered significant releases of dangerous waste or dangerous constituents, as defined in WAC
21 173-303-806(4)(xxiv)(A), at or from the BCAG - Everett Plant no later than fifteen (15) calendar
22 days after discovery. Additional activities to address new discoveries are subject to the Additional
23 Work provisions of Section VII.6.

24 VII. TERMS AND CONDITIONS OF ORDER

25 1. Public Notices: WAC 173-340-600(10)(c) requires a thirty (30) day public
26 comment period before this Agreed Order becomes effective. Ecology shall be responsible for

1 providing such public notice Ecology intends to issue a SEPA determination of non-significance
2 for the remedial investigation, feasibility study, and interim actions required by this Agreed Order.

3 2. Remedial and Investigative Costs: The Boeing Company agrees to pay costs
4 incurred by Ecology pursuant to this Order. These costs shall include work performed by
5 Ecology engineers, hydrogeologists, toxicologists, or technical specialists, University of
6 Washington faculty and graduate students from the Department of Civil Engineering, Washington
7 State University faculty and graduate students from the Department of Geology, or Ecology's
8 contractors for investigations and remedial actions, as well as Ecology's negotiation, oversight,
9 Order preparation, and administration costs. Ecology will provide written notice to The Boeing
10 Company prior to the use of outside engineers, hydrogeologists, toxicologists, or technical
11 specialists. Ecology costs shall include costs of direct activities and support costs of direct
12 activities as defined in WAC 173-340-550(2). The Boeing Company agrees to pay the required
13 amount within forty-five (45) days of receiving from Ecology an itemized statement of costs that
14 includes a summary of costs incurred, an identification of involved staff, and the amount of time
15 spent by involved staff members on the project. Ecology will provide a general description of
16 work performed along with, or concurrent with, submittal of itemized statements. Itemized
17 statements will be prepared quarterly. Interest charges will result if Ecology's costs are not paid
18 within forty-five (45) days of receipt of the itemized statement of costs according to WAC 173-
19 340-550(4). Costs incurred after September 1, 1995 but before the effective date of this Order
20 will be included in the first quarterly invoice with Current Charges.

21 3. Designated Project Coordinators:

22 The Project Coordinator for Ecology is:

23 Name: Mr. Dean D. Yasuda

24 Address: Department of Ecology - Northwest Regional Office

25 3190 160th Avenue S.E.

26 Bellevue, WA 98008-5452

27 Telephone: (206)-649-7264

1 FAX: (206)-649-7098

2 E-mail: dyas461@ecy.wa.gov

3 The Project Coordinator for The BCAG-Everett Plant is:

4 Name: Mr. Alan Sugino

5 Address: Boeing Commercial Airplane Group

6 P.O. Box 3707, MS 0H-00,

7 Seattle, WA, 98124-2207

8 Telephone: (206)-266-8173

9 FAX: (206) 266-6603

10 The Project Coordinator(s) shall be responsible for overseeing the implementation of this
11 Order. To the maximum extent possible, communications between Ecology and The Boeing
12 Company, and all documents, including reports, approvals, and other correspondence concerning
13 the activities performed pursuant to the terms and conditions of this Order, shall be directed
14 through the Project Coordinator(s). Should Ecology or The Boeing Company change Project
15 Coordinator(s), written notification shall be provided to Ecology or The Boeing Company at least
16 ten (10) calendar days prior to the change.

17 4. Ecology Approvals: The Boeing Company shall submit draft Submittals pursuant
18 to the schedules required by this Agreed Order or as otherwise approved hereunder. With the
19 exception of periodic status reports, Ecology will review all Submittals required by this Order,
20 and will provide written approval, or disapproval with comments and/or modifications to be made
21 by The Boeing Company. A Submittal shall become final when it is approved by Ecology in
22 writing. Once approved in writing by Ecology, all submittals to Ecology are incorporated by
23 reference and become enforceable parts of this Agreed Order, as if fully set forth herein.

24 Following approval of any Submittal, The Boeing Company shall commence all Work required
25 thereby within fifteen (15) days after receipt of Ecology approval, unless a longer time is specified
26 by Ecology

1 During the performance of work under an approved submittal, field modifications to the
2 submittal may be agreed to verbally by the Project Coordinators. In such case, The Boeing
3 Company shall submit a description of the modification to Ecology's Project Coordinator in
4 writing within seven (7) days of the verbal agreement, and Ecology's Project Coordinator shall
5 provide written confirmation of the agreed modification.

6 When Ecology provides comments or proposed modifications to The Boeing Company on
7 any Submittal, and if The Boeing Company agrees with Ecology's comments and/or proposed
8 modifications, The Boeing Company shall submit a revised Submittal incorporating all of
9 Ecology's comments and/or proposed modifications within thirty (30) days of The Boeing
10 Company's receipt of Ecology's comments and/or proposed modifications, unless a longer time is
11 approved by Ecology. If following submission of a draft Submittal, The Boeing Company
12 disagrees or has questions concerning Ecology's comments and/or required modifications, The
13 Boeing Company, within seven (7) days after receipt of Ecology's comments or required
14 modifications, may request a meeting or telephone conference, with the Ecology Project
15 Coordinator. Such request shall be in writing and will establish a twenty (20) day informal
16 resolution period, unless a longer period is approved by Ecology, beginning with the date of the
17 written request. The written request shall include a statement of the issues The Boeing Company
18 wishes to address.

19 The informal resolution period shall extend the due date for resubmittal. If agreement is
20 reached within the informal resolution period, The Boeing Company shall incorporate into a
21 revised Submittal the agreed-upon comments and/or modifications within thirty (30) days after
22 reaching agreement, unless a longer time is specified by Ecology. If agreement is not reached
23 within the informal resolution period, Ecology shall send a written letter of disapproval to The
24 Boeing Company. The Boeing Company shall then either submit a revised, final draft Submittal
25 which incorporates all Ecology comments or required modifications within 30 days of receipt of
26 such written letter of disapproval, unless a longer time is approved by Ecology, or The Boeing

1 Company may invoke the dispute resolution procedures in Section VII 10(B) of this Agreed
2 Order for all comments or required modifications The Boeing Company wishes to challenge.

3 5. Performance: The Boeing Company shall notify Ecology as to the company(s) or
4 firm name(s) of any consulting engineer(s), geologist(s), hydrogeologist(s), or similar expert(s),
5 and of any contractors and/or subcontractors to be used in carrying out the terms of this Order,
6 at least seven (7) calendar days in advance of their involvement at the Facility, if possible. The
7 Boeing Company shall provide a copy of this Order to all consultants and contractors retained to
8 perform work required by this Order and shall ensure that all work undertaken by such
9 consultants, contractors and subcontractors will be in compliance with this Order. Upon request,
10 The Boeing Company shall provide the names of such engineers, hydrogeologists, toxicologists,
11 or similar experts, and of any contractors or subcontractors used in carrying out the terms of this
12 Order.

13 WAC 173-340-400(7)(b)(i) requires that "construction" performed on the facility must be
14 under the supervision of a professional engineer registered in Washington. In addition, all work
15 performed by The Boeing Company pursuant to this Order shall be under the direction and
16 supervision, as necessary, of a professional engineer or hydrogeologist, or similar expert, with
17 appropriate training, experience and expertise in hazardous waste facility investigation and
18 cleanup.

19 Unless manufacturing schedule needs interfere, The Boeing Company shall provide seven
20 (7) working days notice to Ecology's Project Coordinator prior to commencing any major work
21 activities pursuant to this Agreed Order. Major work activities which require a seven (7) day
22 notice will be described in the Ecology approved RI/FS and interim action workplans.

23 Except as allowed by WAC 173-340-510(5) or where necessary to abate an emergency
24 situation, The Boeing Company shall not perform any remedial actions at the Facility, outside
25 that required by this Order, unless Ecology approves the independent remedial action in writing
26 prior to the additional remedial action.

1 6. Additional Work: Ecology may determine or The Boeing Company may propose that
2 Additional Work is or may be necessary to implement this Agreed Order. If the Additional Work
3 is proposed by The Boeing Company, Ecology will respond to the proposal in writing within an
4 appropriate time period, no longer than 30 days. If the Additional Work is required by Ecology,
5 then Ecology will specify in writing the basis for its determination that the Additional Work is
6 necessary. Within fifteen (15) days after the receipt of such written determination, The Boeing
7 Company shall notify Ecology-NWRO of its willingness to perform the Additional Work or may
8 request a meeting with the Ecology Project Coordinator to discuss the Additional Work as
9 specified in the informal dispute resolution procedures set forth in Section VII.4. If, after such
10 meeting, The Boeing Company disagrees with Ecology's request for Additional Work, The
11 Boeing Company may invoke dispute resolution procedures set forth in Section VII.10B below.
12 If dispute resolution is not invoked on Ecology's written request for Additional Work, The Boeing
13 Company shall submit a Workplan for Ecology review incorporating the Additional Work within
14 thirty (30) days (or more, if approved by Ecology) after either submitting notice of its willingness
15 to perform or the date of the meeting with Ecology, as applicable. Ecology's review and approval
16 of such Workplan shall be subject to the procedures set forth in Section VII.4. Upon written
17 approval of the Workplan, The Boeing Company shall implement the Workplan in accordance
18 with the schedule contained therein.

19 7. Access: Except as provided below regarding safety and security precautions,
20 Ecology or any Ecology authorized representative shall have the authority to enter and freely
21 move about the BCAG - Everett Plant at all reasonable times for the purposes of, among other
22 things, inspecting records, operation logs, and contracts related to the work being performed
23 pursuant to this Order; reviewing the progress in carrying out the terms of this Order; conducting
24 such tests or collecting samples as Ecology or the Project Coordinator may deem necessary; using
25 a camera, sound recording, or other documentary type equipment to record work done pursuant
26 to this Order; and verifying the data submitted to Ecology by The Boeing Company. By signing
27 this Agreed Order, The Boeing Company agrees that this Order constitutes reasonable notice of

1 access, and agrees to allow access to the facility by Ecology and all Ecology agents at all
2 reasonable times for purposes of overseeing work performed under this Order. Ecology shall
3 allow split or replicate samples to be taken by The Boeing Company during an inspection unless
4 doing so interferes with Ecology's sampling. The Boeing Company shall allow split or replicate
5 samples to be taken by Ecology and shall provide seven (7) days notice before any sampling
6 activity

7 If photographs are to be taken in a U.S. Department of Defense (DOD) area that contains
8 items important to national security, then The Boeing Company shall provide a competent
9 photographer to take photographs under the instruction of Ecology staff on site subject to
10 limitations required for protection of DOD secrets, including any required DOD security
11 clearance. All such photographs will be developed and previewed by The Boeing Company, to
12 enable The Boeing Company to assure compliance with security requirements for protection of
13 DOD secrets. The Boeing Company shall provide two copies to Ecology-NWRO of all
14 photographs taken within seven (7) days excepting any photographs for which additional
15 precautions must be followed to protect DOD secrets. The Boeing Company shall provide
16 Ecology with a log of the photographs taken, and shall identify photographs withheld for
17 protection of DOD secrets.

18 The Boeing Company's Project Coordinator or other representative may accompany
19 Ecology's representative(s) at all times for purposes of plant security, and compliance with plant
20 and work area health and safety precautions. If Ecology or its representatives seek to perform
21 their duties at the facility in a manner which is not in compliance with any written plant or work
22 area health and safety requirement or rule, or any applicable federal or state law or promulgated
23 regulation, The Boeing Company's Project Coordinator or other representative may verbally
24 notify such Ecology representative(s) of the non-compliance. Ecology shall ensure that its
25 employees, contractors, and other representatives comply with all applicable health and safety
26 laws, and with all plant and work area health and safety plans of which Ecology or its
27 representatives have notice.

1 If Ecology desires to obtain access to any manufacturing or process areas at which The
2 Boeing Company conducts activities utilizing information which is proprietary, The Boeing
3 Company may request in writing, pursuant to RCW 43.21B, that documentation of such areas be
4 designated as confidential business information to protect against Ecology disclosure of
5 information collected. If Ecology desires to obtain access to any manufacturing or process areas
6 at which The Boeing Company conducts activities utilizing secrets associated with U.S.
7 Department of Defense (DOD) projects, The Boeing Company may request a reasonable delay to
8 providing such access so that The Boeing Company's and Ecology's representatives may further
9 confer regarding the purpose of the inspection in the area and appropriate precautions for
10 protecting DOD secrets. Ecology shall be responsible for obtaining any DOD required security
11 clearance prior to entering secured areas.

12 If access to offsite areas is necessary for performance of work under this Order, The
13 Boeing Company shall use reasonable best efforts to obtain such access and shall include Ecology
14 representatives among those persons authorized to enter and inspect property under any access
15 agreements obtained for performance of work under the Order. The Boeing Company shall
16 promptly notify Ecology in writing if it is unable to obtain necessary access agreement(s) from
17 owners of offsite properties and shall provide a written description of how The Boeing Company
18 has used its reasonable best efforts to obtain access.

19 8. Public Participation: The Boeing Company shall update the Public Participation
20 Plan for the facility as needed. Ecology will review and approve updates to the plan and will
21 maintain the responsibility for public participation at the facility. The Boeing Company shall help
22 coordinate and implement public participation for the facility as specified in the Ecology-approved
23 Public Participation Plan.

24 9. Retention of Records: The Boeing Company shall preserve in a readily retrievable
25 fashion, during the pendency of this Order and for ten (10) years from the date of issuance by
26 Ecology of written notification that all requirements of this Order have been satisfactorily
27 completed, all submittals to Ecology, QA/QC memoranda and audits, final work plans, final

1 reports, field notes and laboratory analytical and testing reports in its possession relevant to this
2 Order. Should any portion of the work performed thereunder be undertaken through contractors
3 or agents, The Boeing Company agrees to include in their contract(s) with all such contractors or
4 agents a record retention requirement meeting the terms of this paragraph.

5 10. Dispute Resolution: In the event a dispute arises as to a decision by Ecology's
6 Project Coordinator, the parties shall utilize the dispute resolution procedure set forth below.

7 (A) The Boeing Company shall utilize the informal dispute resolution processes
8 provided in Section VII 4 prior to proceeding with the formal dispute resolution
9 processes described in (B).

10 (B) The Boeing Company may then request Ecology management review of the
11 Ecology Project Coordinator's letter of disapproval issued at the completion of the
12 informal dispute resolution process set forth in Section VII 4. This request shall be
13 submitted in writing to the Program Manager within seven (7) days of receipt of
14 the Ecology Project Coordinator's letter of disapproval. In such case, The Boeing
15 Company shall provide the Program Manager with a written statement of its
16 position. The Boeing Company may also request an extension of the due date for
17 any Submittal, or other activity required hereunder, affected by the dispute.

18 Ecology's Program Manager shall conduct a review of the dispute, and shall issue
19 a written decision regarding the dispute within thirty (30) days of The Boeing
20 Company's request for review. The Program Manager's decision shall be
21 Ecology's final decision on the disputed matter. If a Submittal is affected by the
22 dispute, then within thirty (30) days after receipt of the Program Manager's final
23 decision, unless a longer time is approved by Ecology, The Boeing Company shall
24 submit a revised Submittal which conforms to the Program Manager's final
25 decision.

26 The parties agree to utilize the dispute resolution process only in good faith and agree to
27 expedite, to the extent possible, the dispute resolution process whenever it is used.

1 Implementation of the formal dispute resolution procedures in Section VII 10(B) shall not provide
2 a basis for delay of any activities required in the Order, unless Ecology agrees in writing to a
3 schedule extension.

4 11. Reservation of Rights/No Settlement: This Agreed Order is not a settlement under
5 Chapter 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not
6 to sue or a compromise of any Ecology rights or authority. Ecology will not, however, bring an
7 action against The Boeing Company to recover remedial action costs paid to and received by
8 Ecology under this Agreed Order. In addition, Ecology will not take additional enforcement
9 actions against The Boeing Company to require those remedial actions required by this Agreed
10 Order, provided The Boeing Company complies with this Agreed Order.

11 Ecology reserves the right, however, to require additional remedial actions at the facility
12 should it deem such actions necessary.

13 Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural
14 resources resulting from the releases or threatened releases of dangerous constituents from the
15 BCAG - Everett Plant.

16 In the event Ecology determines that conditions at the facility are creating or have the
17 potential to create a threat to the health or welfare of the people on the facility or in the
18 surrounding area or to the environment, Ecology may order The Boeing Company to stop further
19 implementation of this Order for such period of time or take other action as needed to abate the
20 threat.

21 12. Transference of Property: Prior to any voluntary or involuntary conveyance or
22 relinquishment of title, easement, leasehold, or other interest in any portion of the BCAG -
23 Everett Plant, The Boeing Company shall provide for continued implementation of all
24 requirements of this Order and implementation of any remedial actions found to be necessary as a
25 result of this Order.

26 Prior to transfer of any legal or equitable interest The Boeing Company may have in the
27 BCAG - Everett Plant or any portions thereof, The Boeing Company shall serve a copy of this

1 Order upon any prospective purchaser, lessee, transferee, assignee, or other successor in such
2 interest. At least ninety (90) days prior to finalization of any transfer, The Boeing Company shall
3 notify Ecology of the contemplated transfer.

4 Interim status facilities shall notify Ecology-NWRO of the intent to transfer ownership by
5 submission of a revised Part A RCRA permit application. Final status facilities shall notify
6 Ecology-NWRO of the intent to transfer ownership by submitting a request for modification of
7 their RCRA permit.

8 13. Compliance with Other Applicable Laws:

9 (A) All actions carried out by The Boeing Company pursuant to this Order
10 shall be done in accordance with all applicable federal, state, and local requirements,
11 including requirements to obtain necessary permits.

12 (B) The Boeing Company has a continuing obligation to determine whether
13 permits or approvals exempted under RCW 70.105D.090(1) would otherwise be required
14 for the interim and final remedial actions under this Order. In the event The Boeing
15 Company determines that permits or approvals applicable to the remedial action under this
16 Order are exempted under RCW 70.105D.090(i), it shall promptly notify Ecology of this
17 determination. Ecology shall determine whether Ecology or The Boeing Company shall
18 be responsible to contact the appropriate state and/or local agencies regarding such
19 permits or approvals. If Ecology so requires, The Boeing Company shall promptly
20 consult with the appropriate state and/or local agencies, and provide Ecology with written
21 documentation from those agencies regarding the substantive requirements those agencies
22 believe are applicable to the remedial action. Ecology shall determine what, if any,
23 substantive requirements must be met by The Boeing Company and how The Boeing
24 Company must meet those requirements. Ecology shall inform The Boeing Company in
25 writing of these requirements. Once determined by Ecology, these substantive
26 requirements shall be made enforceable requirements of this Order. The Boeing Company
27 shall not begin or continue the remedial action subject to the substantive requirements

1 until Ecology makes its final determination that the appropriate substantive requirements
2 of those agencies have been identified. Ecology shall ensure that notice and opportunity
3 for comment is provided to the public and appropriate agencies prior to establishing the
4 substantive requirements under this section.

5 (C) Pursuant to RCW 70.105D.090(2), in the event Ecology determines that
6 the exemption from the procedural requirements pursuant to RCW 70.105D.090(1) would
7 result in the loss of approval from a federal agency which is necessary for the State to
8 administer any federal law, the exemption shall not apply and The Boeing Company shall
9 comply with both the procedural and substantive requirements of the laws referenced in
10 RCW 70.105D.090(1), including any requirements to obtain permits.

11 14. Extension of Schedule: The Boeing Company may request an extension of any
12 deadline or schedule set forth in this Order or an approved Submittal. Any such request shall be
13 submitted in writing to Ecology's Project Coordinator at least twenty (20) days in advance of the
14 pending deadline, if possible. The request shall specify the reason(s) the extension is needed.

15 An extension shall only be granted for such period of time as Ecology determines is
16 reasonable under the circumstances. A requested extension shall not be effective until approved
17 by Ecology. Ecology shall act upon any written request for extension in a timely fashion. It shall
18 not be necessary to formally amend this Order when a schedule extension is granted.

19 The burden shall be on The Boeing Company to demonstrate that the extension has been
20 submitted in a timely fashion and that good cause exists for granting the extension. Good cause
21 includes, but is not limited to, the following:

22 (1) Unforeseeable circumstances beyond the reasonable control of The Boeing
23 Company or any person or entity controlled by The Boeing Company that delays or
24 prevents the timely performance of any obligation under this Order despite The Boeing
25 Company's best efforts to fulfill the obligation; or

26 (2) Acts of God, including fire, flood, blizzard, extreme temperatures, storm,
27 or other unavoidable event or casualty

1 Neither increased costs of performance nor changed economic circumstances shall be
2 considered circumstances beyond the reasonable control of The Boeing Company.

3 Ecology shall give The Boeing Company written notification in a timely fashion of any
4 extensions granted pursuant to this section. The period of delay approved by an extension under
5 this section shall be an "excused delay" which is not subject to Stipulated Penalties under Section
6 VIII.

7 **VIII STIPULATED PENALTIES**

8 Except for excused delays described in Subsections 4, 10 & 14 of Section VII, for each
9 day The Boeing Company fails to comply with any time schedules contained in this Agreed
10 Order, or any other time schedules approved or modified in writing by Ecology, The Boeing
11 Company stipulates and agrees that Ecology may, at its discretion, assess a civil penalty. The
12 penalties to be assessed are as follows:

13 1. For failure to commence or complete field work by the time required by this Order;
14 and for failure to submit any Workplans or reports by the time required by this Order: \$500.00
15 per day for each of the first seven (7) days of delay; \$1,000.00 per day for the eighth (8th)
16 through fourteenth (14th) days of delay; \$5,000.00 per day for the fifteenth (15th) through
17 thirtieth (30th) days of delay; and \$10,000 for the thirty-first (31st) through ninetieth (90th) days
18 of delay.

19 2. For failure to submit other required written Submittals not described above by the
20 time required pursuant to this Order: \$250.00 per day for each of the first seven (7) days of
21 delay; \$500.00 per day for the eighth (8th) through fourteenth (14th) days of delay; \$2,500.00 per
22 day for the fifteenth (15th) through thirtieth (30th) days of delay; and \$5,000.00 for the thirty-first
23 (31st) through ninetieth (90th) days of delay. Ecology retains its entire rights to issue penalties or
24 orders for damages or for any other actions that are not covered by this section. Issuance of

1 penalties under this section shall preclude Ecology from issuing any other penalties for that
2 violation.

3 Should a penalty be assessed under this section, the penalty shall begin to accrue from the
4 date on which the work was to have been performed, or the submittal was to have been made, and
5 shall cease to accrue on the date The Boeing Company performs the required work or delivers the
6 required submittal to Ecology. The assessment of penalties shall be subject to the Dispute
7 Resolution procedures specified in Section VII.10, except that the amount of a stipulated penalty
8 is not subject to challenge. Penalties shall accrue but not become payable until after dispute
9 resolution procedures are completed. All penalties will be payable within forty-five (45) days of
10 assessment, or the completion of Dispute resolution procedures if applicable, to the Department
11 of Ecology, Cashiering Section, PO Box 5128, Lacey, WA 98503-0210.

12 3. The Boeing Company shall not be liable for payment of penalties if The Boeing
13 Company has submitted to Ecology a timely request for an extension of schedule, and if Ecology
14 has received the written request and has not denied the request in writing.

15 IX. SATISFACTION OF THIS ORDER

16 The provisions of this Order shall be deemed satisfied upon The Boeing Company's
17 receipt of written notification from Ecology that The Boeing Company has completed the
18 corrective actions required by this Order, as amended by any modifications, and that The Boeing
19 Company has complied with all other provisions of this Agreed Order.

20 X. AMENDMENTS

21 Ecology and The Boeing Company may modify this Agreed Order by mutual written
22 agreement. Substantial modification may require additional public notice and opportunity to
23 comment. Ecology will determine if the Agreed Order modifications are substantial, thus
24 requiring additional public notice and opportunity to comment.

XI. ENFORCEMENT

1 Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

2 (A) The Attorney General may bring an action to enforce this Order in a state
3 or federal court.

4 (B) The Attorney General may seek to recover, by filing an action if necessary,
5 the amounts spent by Ecology for investigative and remedial actions and orders related to
6 the facility.

7 (C) In the event The Boeing Company refuses, without sufficient cause, to
8 comply with any term of this Order, The Boeing Company will be liable for:

9 (i) up to three times the amount of any costs incurred by the state of
10 Washington as a result of its refusal to comply; and

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

12 (D) This Order is not appealable to the Washington Pollution Control Hearings Board.

13 This Order may be reviewed only as provided under RCW 70.105D.060.

14 Effective date of this Order: February 12, 1997

15 THE BOEING COMPANY, by, through and for its
16 BOEING COMMERCIAL AIRPLANE GROUP -
17 EVERETT PLANT

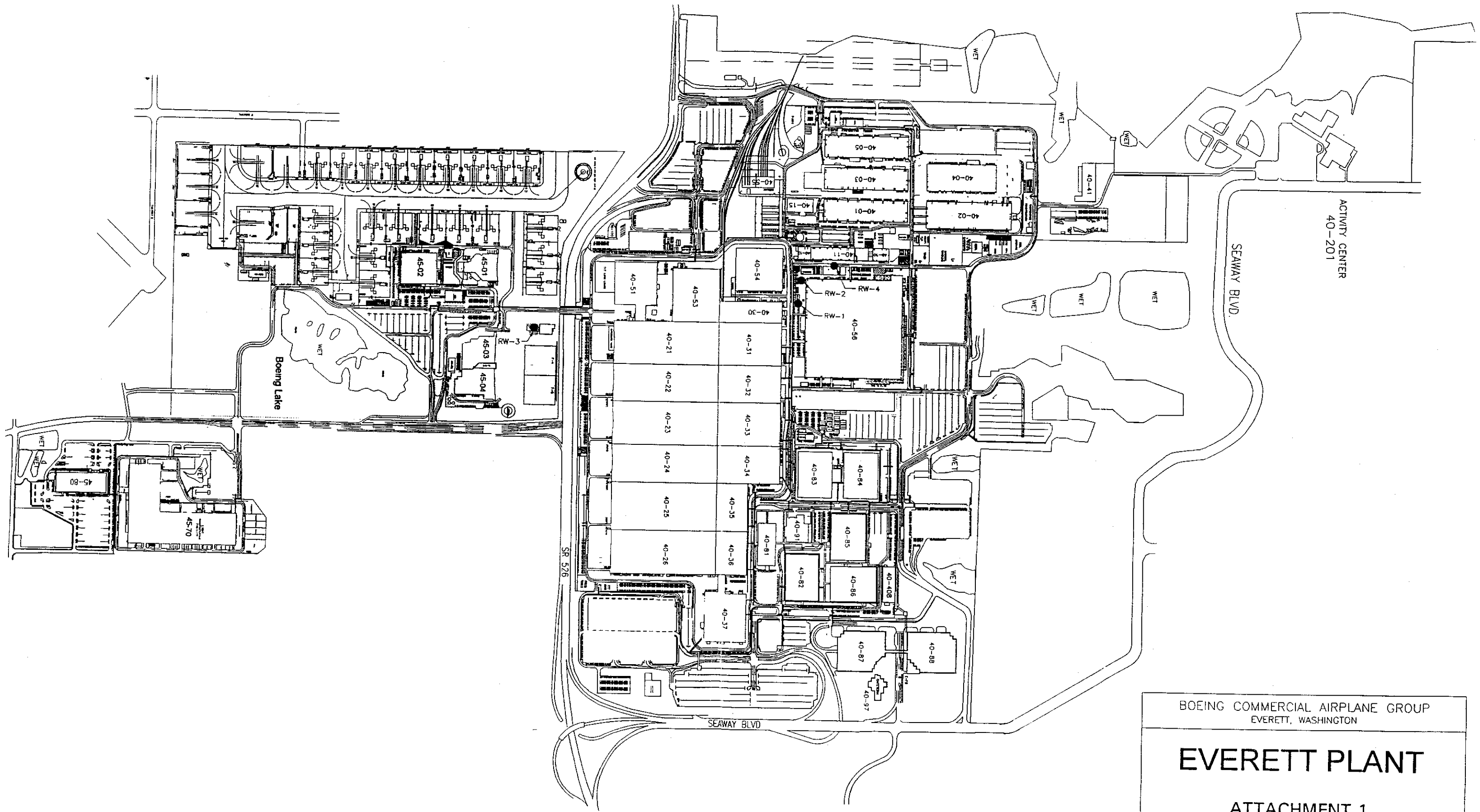
18 By: Mr. Edward J. Renouard
19 Vice-President/General Manager

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

By: Julie Sellick, Section Manager
Hazardous Waste and Toxics Reduction
Northwest Regional Office

20 
21 _____
22 Date 2/10/97


23 _____
Date 2/12/97




ACTIVITY CENTER
40-201

SEAWAY BLVD.

Boeing Lake

SR 526

SEAWAY BLVD

BOEING COMMERCIAL AIRPLANE GROUP EVERETT, WASHINGTON	
EVERETT PLANT	
ATTACHMENT 1	
<p>0 212.5 425 850</p> <p>SCALE: 1" = 850'</p>	 <p>Date: 10/27/95 Drawing No 00022381</p>

BOEING COMMERCIAL AIRPLANE GROUP - EVERETT PLANT
PUBLIC PARTICIPATION PLAN
December 18, 1996

I INTRODUCTION AND OVERVIEW

This plan applies to a facility seeking a final RCRA permit to store dangerous waste. The Washington Department of Ecology (Ecology) is responsible for assuring that all applicants for this type of permit investigate their facilities and perform necessary clean-up as part of the "RCRA corrective action" process. Ecology is committed to providing public participation opportunities during the investigation and cleanup of facilities undergoing the corrective action process. The public participation plan is intended to promote public understanding of Ecology's responsibilities, planning activities and remedial activities at such facilities. It also provides an opportunity for Ecology to learn information from the public that will enable the department to develop a comprehensive cleanup plan that is protective of both human health and the environment.

A The goal of this public participation plan is to ensure that the public is kept informed of the corrective action activities conducted and ongoing at the Boeing Commercial Airplane Group - Everett Plant. This plan discusses the community's concerns and outlines public involvement activities to be conducted for the phases of the corrective action process covered by this plan. This Public Participation Plan was prepared by the Department of Ecology, Hazardous Waste and Toxics Reduction Program - Northwest Regional Office. All public involvement activities will be carried out jointly by Ecology and the Boeing Commercial Airplane Group-Everett Plant.

B The plan is organized as follows:

I. Introduction and Overview of Plan

- A. Purpose
- B. Organization
- C. Intent

II. Site Background

III. Community Concerns

- A. Community characterization
- B. Interview results

IV. Public involvement activities

V. Glossary

The plan will be reviewed at each phase of the corrective action process and amended or rewritten as appropriate.

C. This Public Participation Plan addresses public involvement activities that will take place during the interim action, remedial investigation and feasibility study phases of the corrective action process. The plan has been tailored to the needs of the public based on the nature and phase of the corrective action process, level of public concern, and the risks posed by the site.

II. SITE BACKGROUND

The Boeing Commercial Airplane Group - Everett Plant is located at 3003 West Casino Road, Everett, Washington and produces 747 767 and 777 model commercial aircraft. During the assembly of these aircraft, dangerous wastes are generated and stored on-site.

The Boeing Company is the owner and operator of the Boeing Commercial Airplane Group - Everett Plant dangerous waste management facility. The U S E P A required submission of a RCRA Part A Permit Application for storage of dangerous waste at existing facilities by November 19, 1980. The Boeing Company filed its original RCRA Part A Permit Application at that time.

Federal RCRA and its amendments require that all dangerous waste management facilities that are seeking or are required to have a RCRA permit to manage dangerous wastes must conduct corrective action, as necessary to protect human health and the environment for all releases of hazardous substances at and from a facility (WAC 173-303-646).

Releases and/or potential releases of hazardous substances to soils, groundwater, surface water and/or sediments are documented in independent investigation and cleanup reports prepared for or by The Boeing Company. These substances include, but are not limited to toluene, benzene, ethylbenzene, xylene, cyclohexanone, trimethylbenzene, isopropylbenzene, 1,1,1 trichloroethane, trichloroethene, perchloroethene, 1,1 dichloroethane, 2-butanone, 4-methyl 2-pentanone, total petroleum hydrocarbons - gasoline, diesel and heavy oil fractions (TPH), tributyl phosphate, dibutyl phenyl phosphate, butyl diphenyl phosphate, triphenyl phosphate, polychlorinated biphenyls, acetone, cyanides, lead, arsenic, chromium, and polycyclic aromatic hydrocarbons (PAHs) from SWMUs and AOCs at the Boeing Commercial Airplane Group - Everett Plant.

III. COMMUNITY CONCERNS

The Public Participation Plan was developed after interviewing residents and businesses located within an approximate 0.5 mile radius of The Boeing Commercial Airplane Group - Everett Plant. This public participation plan is effective for the work described in the agreed order.

The community within an approximate 0.5 mile radius of the Boeing Commercial Airplane Group - Everett Plant consists of several hundred residential properties and several businesses.

Concerns will be noted during telephone interviews with nearby residents and businesses. Ecology and the Boeing Commercial Airplane Group - Everett Plant will address these community concerns by keeping site investigation/remediation reports and work plans accessible to interested community members. Nearby residents and businesses can review these documents and provide written or verbal comments to Ecology. Public comments will be considered in the decisions made by Ecology. Those on the Site Mailing list will be notified by mail of any proposed site investigation and remediation decisions.

IV. PUBLIC INVOLVEMENT ACTIVITIES

Ecology proposes the following public involvement activities for the site. Public involvement for the Boeing Commercial Airplane Group - Everett Plant site shall consist of the following activities:

- A. A 30-day public comment period for the proposed Interim Action, Remedial Investigation and Feasibility Study Agreed Order and Public Participation Plan. The public comment period begins December 18, 1996 and ends January 18, 1997.

B If ten or more people request a public hearing during the public comment period, Ecology will organize and hold one. The public meeting will be announced in a fact sheet sent to those on the site mailing list and in advertisements in the Seattle Post-Intelligencer and The Herald.

C Residences and businesses in the vicinity of the site were notified of the 30-day public comment period by a mailed fact sheet. The public notice announcement regarding the site was placed in the Site Register on December 18, 1996.

Ecology mailed fact sheets to individuals, environmental groups, public officials, public agencies and private firms that have expressed an interest in the site.

D The public comment period was advertised in the Seattle Post-Intelligencer and The Herald on December 18, 1996. The ads are at least three columns wide by five inches high.

E The public has the opportunity to review the proposed Interim Action, Remedial Investigation and Feasibility Study Agreed Order and the Public Participation Plan at the following locations:

Department of Ecology
Northwest Regional Office
Attn: Sally Perkins
3190 160th Avenue SE
Bellevue, WA 98008-5452
(206) 649-7190

City of Everett Main Library
Information Services
Attn: Ms. Sue Selmer
2702 Hoyt Street
Everett, WA 98201
(206) 259-8000

F All comments received during the public comment period will be maintained for the administrative record. A formal **Responsiveness Summary** will be prepared addressing all written comments received during the public comment period. The summary will be placed with the other site documents in the information repositories listed above. A copy of the Responsiveness Summary will also be sent to all who commented.

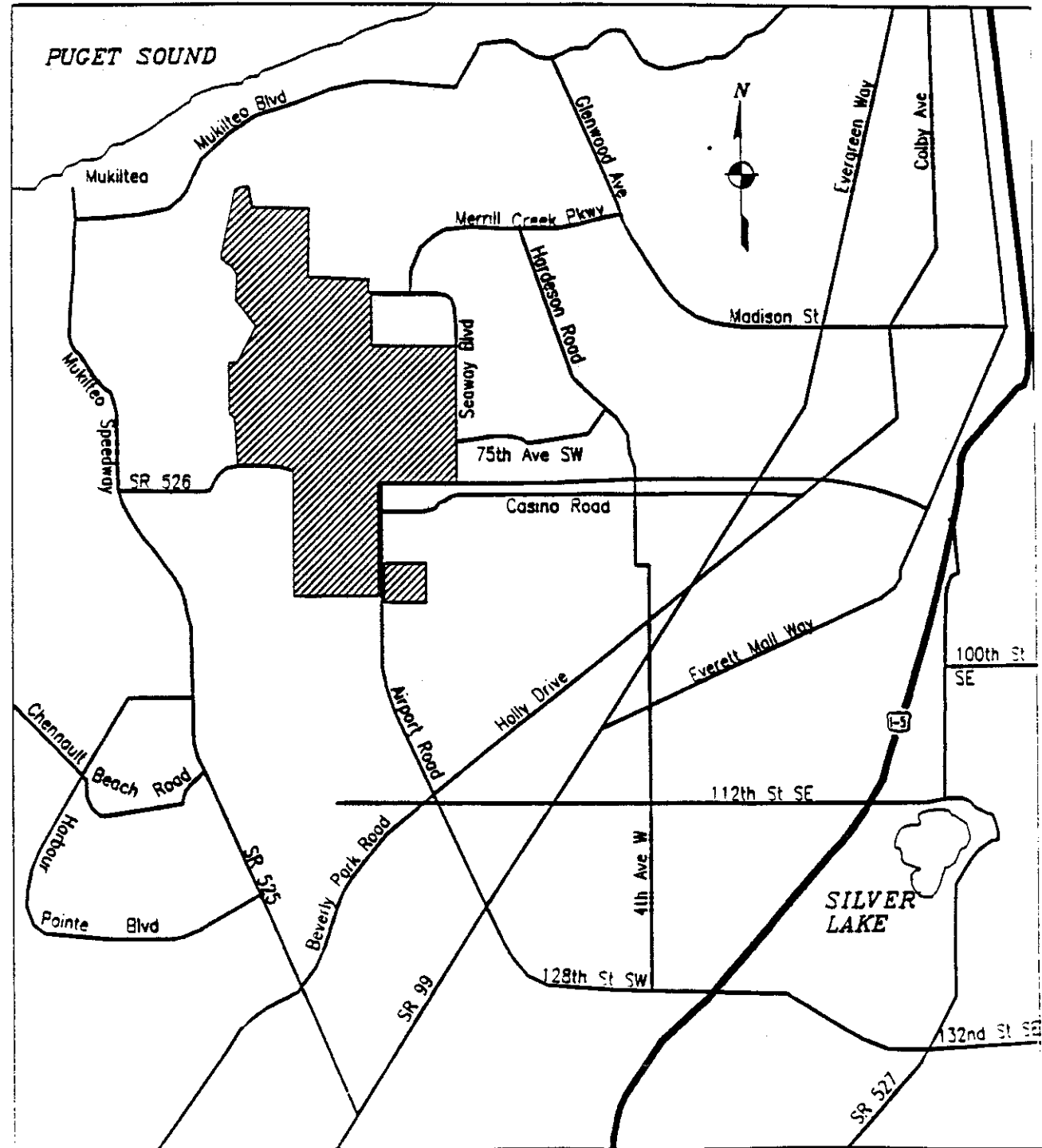
G Persons requesting to be placed on the mailing list of the site will receive updates on site activities as new information becomes available. Those on the initial mailing list will receive all future mailing regarding this site.

H When additional public involvement activities are needed, the public will be notified through additional fact sheets, notification in Ecology's Site Register, advertisements in the Seattle Post-Intelligencer and The Herald. The Public Participation Plan will be updated and placed in the information repositories listed above.

I If Ecology and The Boeing Company agree to substantial changes to the proposed **Agreed Order** or Public Participation Plan, Ecology shall provide additional public notice and opportunity to comment.

PUBLIC PARTICIPATION PLAN - APPENDIX A

SITE MAP

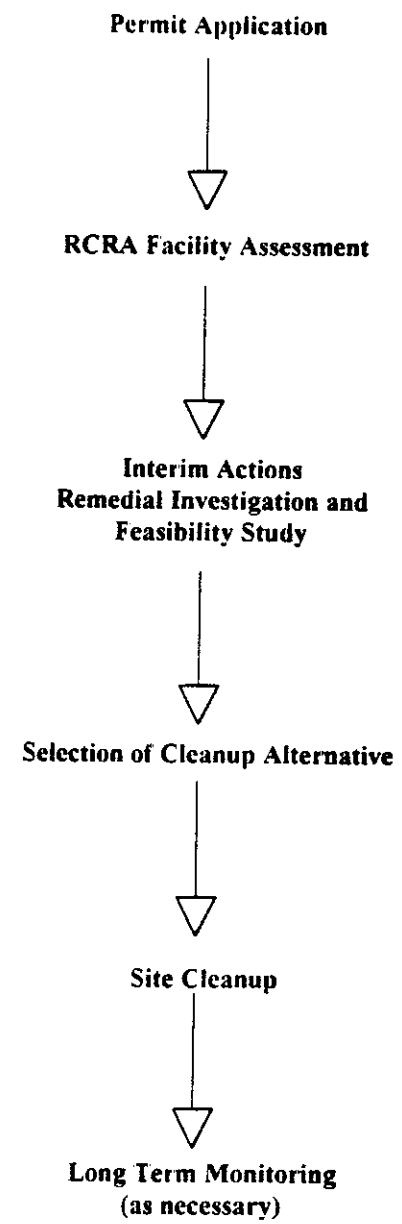


PUBLIC PARTICIPATION PLAN - APPENDIX B

CORRECTIVE ACTION TIMELINE

Each of these steps take varying amounts of time ranging from less than one year to several years, depending on the complexity of the site. The **Agreed Order** specifies work to be completed for the Interim Action, Remedial Investigation and Feasibility Study phases of corrective action.

Flow Diagram of Cleanup Events



PUBLIC PARTICIPATION PLAN - APPENDIX C

SITE MAILING LIST

STANDARD MAIL

SHERRIE MINNICK
TCP
MS 47600

CHRIS HEMPLEMAN
TCP
MS 47600

DEPT OF ECOLOGY CRO
106 S 6TH AVE
YAKIMA WA 98902-3387

RON HOLCOMB
E & I
MS 47600

JAY MANNING
AG OFFICE
MS 47600

LYDIA LINDWALL
TCP
MS 47600

CAROL KRAEGE
TCP
MS 47600

DAWN HOOPER
TCP
MS 47600

DENISE CLIFFORD
E & I
MS 47600

LOUISE BARDY
TCP-NWRO
MS NB-81

NWRO RECEPTION
MS NB-81

HIDEO FUJITA
HWTR
MS NB-81

PAUL O'BRIEN
SPILL RESPONSE
MS NB-81

DOROTHY GLENN
NWRO - EMERGENCY RESPONSI
MS NB-81

MIKE GALLAGHER
TCP SUPERVISOR
NWRO MS NB-81

MIKE RUNDLETT
NWRO DIRECTOR
MS NB-81

SALLY PERKINS
RECORDS
NWRO MS NB-81

BARB TREJO
TOXICS UNIT
MS NB-81

MIRIAM DUERR
DEPT OF ECOLOGY SWRO
PO BOX 47775
OLYMPIA WA 98504-7775

MR DAVID POWELL
ERO TCP
N 4601 MONROE STE 100
SPOKANE WA 99205-1295

WA ENVIRONMENTAL COUNCIL
1100 SECOND AVE STE 102
SEATTLE WA 98101

WA ENVIRONMENTAL COUNCIL
1063 S CAPITOL WY #212
OLYMPIA WA 98501-1200

WA TOXICS COALITION
4516 UNIVERSITY WAY NE
SEATTLE WA 98105-4511

THE NATURE CONSERVANCY
217 PINE ST #1100
SEATTLE WA 98101-1520

NATIONAL AUDUBON SOCIETY
PO BOX 462
OLYMPIA WA 98507-0462

SEATTLE AUDUBON SOCIETY
KATHY BARTON
8028 35TH AVE NE
SEATTLE WA 98115-4815

TRUST FOR PUBLIC LANDS
CECELIA BARRY
506 2ND AVE STE 1510
SEATTLE WA 98104-2336

SIERRA CLUB
BRUCE WISHART
209 E 4TH STE 212
OLYMPIA WA 98501

THE WILDERNESS SOCIETY
STEVEN WHITNEY
1424 4TH AVE STE 816
SEATTLE WA 98101

PUGET SOUND
WATER QUALITY AUTHORITY
ABBOT RAPHAEL HALL
OLYMPIA WA 98504

KING COUNTY BUILDING AND
LAND DEVELOPMENT
SENSITIVE AREAS OFFICE
3600 136TH PLACE SE
BELLEVUE WA 98006-1497

PUBLIC INFO OFFICER
SEATTLE FIRE DEPARTMENT
301 2ND AVENUE S
SEATTLE WA 98104-2618

KATHY NIELSON
CENTURY TESTING LABORATORIES
1444 NW COLLEGE WAY
BEND OR 97701

PAT WATTS
PO BOX 21926
SEATTLE WA 98111-3926

CHANTAL STEVENS
MUCKLESHOOT INDIAN TRIBE
39015 172ND AVE SE
AUBURN WA 98002-9763

STEVE CANT
MANAGER
INDUSTRIAL HYGIENE
DEPT OF LABOR & INDUSTRIES
805 PLUM ST SE
OLYMPIA WA 98504-1528

DON OLIVER
DEPT OF HEALTH
MS LD-11
OLYMPIA WA 98504

DAVID MUDD
DEPT OF GAME
ENVIRONMENTAL AFFAIRS
GJ-11
OLYMPIA WA 98504

JEAN EDELHERTZ
5219 KENSINGTON PL N
SEATTLE WA 98103-6225

SHIRL GOLDEN
PO BOX 378
KEYPORT WA 98345-0378

BETH ELPERN BURROWS
20319 92ND AVE W
EDMONDS WA 98020-2991

DAVE SALZER
427 S 16TH
SHELTON WA 98584-3919

YVONNE W KUPERBERG
14714 BETHEL LN SW
VASHON WA 98070-3520

TERRY SLATTEN
4100 S 3RD AVE
EVERETT WA 98203-2520

DENNIS KOLE
4029 WILLOW BROOK LN
BELLINGHAM WA 98226-5044

MICHELLE PIRZAHDEH
EPA REGION 10
1200 6TH AVE
SEATTLE WA 98101-3188

MARGIE KELLY
GREENPEACE TOXICS CAMPAIGN
4649 SUNNYSIDE AVE N
SEATTLE WA 98103-6940

DAVE SMITH
3889 N ELKHORN
OAK HARBOR WA 98277-9348

REUBEN BAYBARS
1925 N ISLAND VIEW RD
OAK HARBOR WA 98277-9443

MICHAEL JEFFERS
12806 96TH AVE NE
KIRKLAND WA 98034

KIMBERLY KLINKE
25413 SE 42ND ST
ISSAQUAH WA 98027-7781

PEG MONAGHAN
1579 EMERALD LAKE WY
BELLINGHAM WA 98226-4509

RONALD NOHRENBERG
3427 SE LAUREL CT
PT ORCHARD WA 98366-3425

JIM WOESSNER
5477 500TH AVE W
OAK HARBOR WA 98277-2314

CYNTHIA STEWART
SOLID WASTE DIVISION
400 YESLER WAY
YESLER BLDG RM 600
SEATTLE WA 98104

JERRY THAYER
WILDER ENVIRONMENTAL
1756 114TH AVE SE #260
BELLEVUE WA 98004

DAVID BRICKLIN
5021 46TH AVE NE
SEATTLE WA 98105-2918

JANET FERGUSON
PO BOX 1643
MARYSVILLE WA 98270

MICHAEL KUNDU
21928 S RIVER DR
GRANITE FALLS WA 98252-8553

JOHN DROTTS
1110 E MONTGOMERY
MT VERNON WA 98273

DAVE HADDOCK
PO BOX 3552
SEATTLE WA 98124-3552

CAROLINE LAJOIE
1612 S 254TH PL
KENT WA 98032

LOU LOROSA
PO BOX 3552
SEATTLE WA 98124-3552

DON ROBBINS
PO BOX 3552
SEATTLE WA 98124-3552

KOORUS TAHGHIGHI
PO BOX 3552
SEATTLE WA 98124-3552

TED WALL
PO BOX 3552
SEATTLE WA 98124-3552

GARY WOOD
PO BOX 3552
SEATTLE WA 98124-3552

PUGET SOUNDKEEPER ALLIANCE
1415 W DRAVUS
SEATTLE WA 98119

BRENDA KIRWAN-SMITH
BURLINGTON ENVIRON
5501 AIRPORT WAY S
SEATTLE WA 98108

DAVID ORTMANN
FRIENDS OF THE EARTH
4512 UNIVERSITY WAY NE
SEATTLE WA 98105

PEOPLE FOR PUGET SOUND
1326 FIFTH AVENUE
STE 450
SEATTLE WA 98101

TOM BOYDELL
EXEC OFFICE OF ECON DEVEL
MUNICIPAL BLDG RM 330
600 4TH AVE
SEATTLE WA 98104

SUSAN LEE
TOXICS UNIT MS NB-81

DAWNE CHAPMAN
WDSQ

KATE RHOADS
615 BOREN AVE #38
SEATTLE WA 98104

FELIX RODRIGUEZ
3507 SW ALASKA #42
SEATTLE WA 98126

KATHLEEN TOENSJOST
24735 SUMMIT-LANDSBURG RD
RAVENSDALE WA 98051

PHILIP JOHNSON
5790 OLD MILL RD NE
BAINBRIDGE ISLAND WA 98110

MIKE MCNICKLE
8839 SHADY FOREST PL NE
BREMERTON WA 98311

DENIS MURPHY
5804 168TH SW
LYNNWOOD WA 98037

BURLINGTON ENVIRONMENTAL
210 WEST SAND BANK RD
COLUMBIA IL 62236

PUGET RIDGE COUNCIL
CHERYL BANKS
5438 18TH AVE SW
SEATTLE WA 98106

PUGET SOUND REGIONAL COUNC
1011 WESTERN AVE
SUITE 500
SEATTLE WA 98104-1035

RON LANGLEY
NWRO
MS NB-81

DEPT FISH & WILDLIFE
600 CAPITOL WY N
OLYMPIA WA 98501-1091

RICK KROCHALIS
DEPT CONST & LAND USE
710 2ND AVE STE 700
SEATTLE WA 98104-1703

JEFF SMITH
442 156TH ST SW
BURIEN WA 98160

BOEING
SHL (updated 2/10/96)

DOLORES MITCHELL
PUB PARTICIPATION GRANTS
MS - 47600

BRUCE COCHRAN
TCP
MS - 47600

CRAIG MCCORMACK
TCP
MS - 47600

THE HONORABLE
GARY STRANNIGAN
WA STATE SENATE
2722 COLBY AVE SUITE 413
EVERETT WA 98201

THE HONORABLE PAT SCOTT
WA STATE HOUSE OF REP
414 LEGISLATIVE BUILDING
PO BOX 40676
OLYMPIA WA 98504-0676

THE HONORABLE
JERALITA COSTA
WA STATE HOUSE OF REP
241 JOHN O'BRIEN BLDG
PO BOX 40675
OLYMPIA WA 98504-0675

DR JIM WHITE
DEPT OF HEALTH
PO BOX 47825
OLYMPIA WA 98504-7825

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SNOHOMISH PUD
PO BOX 1107
EVERETT WA 98206

MR ALLAN WHITE
EVERETT HOUSING AUTHORITY
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EVERETT WA 98206-1547

KIRK SIEVERS
SNOHOMISH CO COUNCIL
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M/S 609
EVERETT WA 98201-4046

DALE POPE
EVERETT CY COUNCIL
CY OF EVERETT
3002 WETMORE AVE
EVERETT WA 98201-4073

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3020 RUCKER
EVERETT WA 98201-3971

MIKE YOUNG
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PO BOX 499
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LYNNWOOD WA 98037-8122

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BRIAN WOOD
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SEATTLE WA 98121-1260

KSTW TV
GARY CONNER
PO BOX 11411
TACOMA WA 98411-0411

KIRO NEWS RADIO
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2807 3RD AVE
SEATTLE WA 98121-1260

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SEATTLE WA 98124-0525

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EVERETT WA 98206-1547

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MAYOR - CITY OF EVERETT
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PUBLIC WORKS DEPT
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EVERETT WA 98201-4516

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3002 WETMORE AVE
EVERETT WA 98201-4073

BOB OVERSTREET
EVERETT CY COUNCIL
EVERETT CY HALL
3002 WETMORE AVE
EVERETT WA 98201-4073

MR DARYL BERTHOLET
EVERETT PARKS DEPT
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EVERETT WA 98201

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EVERETT WA 98206-1547

CHILDRENS SERVICES
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EVERETT WA 98203-0870

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EPA REGION X
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SEATTLE WA 98101-3188

STEVE HANESS
US EPA REGION X
ATSDR 15TH FLOOR
1200 6TH AVE
SEATTLE WA 98201

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SNOHOMISH CO COUNCIL
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DOUG CAMPBELL
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EVERETT CY HALL
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EVERETT WA 98201-4073

MARION KRELL
CITY OF EVERETT
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EVERETT WA 98201-4073

SUE SELMER
INFORMATION SERVICES
EVERETT PUBLIC LIBRARY
2702 HOYT
EVERETT WA 98201-3556

CHRIS SPENS
TULALIP TRIBE
6700 TOTEM BEACH ROAD
MARYSVILLE WA 98270-9616

THE EVERETT HERALD
ATTN: COMMUNICATIONS
PO BOX 930
EVERETT WA 98206

GARY NELSON
SNOHOMISH CO COUNCIL
3000 ROCKEFELLER AVE
M/S 609
EVERETT WA 98201-4046

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M/S 609
EVERETT WA 98201-4046

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INFORMATION SERVICES
EVERETT PUBLIC LIBRARY
2702 HOYT
EVERETT WA 98201-3556

DEPT NATURAL RESOURCES
DIV AQUATIC LANDS
BOX 47027
OLYMPIA WA 98504-7027

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US EPA REGION X
ATSDR 15TH FLOOR
1200 6TH AVE
SEATTLE WA 98101

KAREN MILLER
SNOHOMISH CO COUNCIL
3000 ROCKEFELLER AVE
M/S 609
EVERETT WA 98201-4046

PAT STEVENSON
STILLAGUAMISH TRIBE
3439 STILLAGUAMISH LN
ARLINGTON WA 98223

JOHN COSTA
SNOHOMISH CO SOLID WASTE
MGMT PROGRAM
14528 HWY 9
SNOHOMISH WA 98290

JIM BEGHEIN
SNOHOMISH CO PUB WORKS
2930 WETMORE
SUITE 101
EVERETT WA 98201

BOB DREWELL
SNOHOMISH CO EXECUTIVE
3000 ROCKEFELLER AVE
EVERETT WA 98201

DUWAMISH TRIBAL OFFICE
15616 1ST AVENUE SOUTH
SEATTLE, WA 98148

REP. JUNE LEONARD
LEGISLATIVE BUILDING
OLYMPIA, WA 98504

THE HONORABLE BRIAN SULLIVAN
CITY OF MUKILTEO
4480 CHENNAULT BEACH ROAD
MUKILTEO, WA 98275

SNOHOMISH COUNTY AIRPORT
ATTN: ANDREW RARDIN
3220 100TH STREET S.W.
EVERETT, WA 98204

SNOHOMISH COUNTY PARKS AND
RECREATION
ATTN: PAT KENYON
3000 ROCKEFELLER
EVERETT, WA 98201

KIRK BAILEY
SNOHOMISH PUBLIC WORKS
2930 WETMORE
EVERETT WA 98201

RICK REININGER
SNOHOMISH COUNTY
3000 ROCKEFELLER
SUITE #507
EVERETT WA 98201

JOE WOLF
DEPT LABOR & INDUSTRIES
8625 EVERGREEN WAY
SUITE 250
EVERETT WA 98208

KAREN KEELEY
EPA
1200 SIXTH AVE.
SEATTLE, WA 98101

REP. MARGARIA PRENTICE
LEGISLATIVE BUILDING
OLYMPIA, WA 98504

MR. RICHARD LEAHY
CITY ADMINISTRATOR
4480 CHENNAULT BEACH ROAD
MUKILTEO, WA 98275

BOB WHISMAN
W E HALL MEMORIAL GOLF
COURSE
1226 WEST CASINO RD
EVERETT, WA 98201

BARRY GALDE
W.E HALL MEMORIAL GOLF
COURSE
1226 WEST CASINO ROAD
EVERETT, WA 98201

PAMELA F KOSS, PRES
S SNOHOMISH CO CHAMBER OF
COMMERCE
3500 188TH ST SW
SUITE 490
LYNNWOOD WA 98037

JASON GARDNER
EVERETT NEWS TRIBUNE
PO BOX 499
SNOHOMISH WA 98291

LOREEN MILLER
CORPORATE FAMILY SOLUTIO
CO/THE BOEING COMPANY
P O BOX 3707, MS OF-KK
SEATTLE, WA 98124-2207

SENATOR LEO THORSNESS
LEGISLATIVE BUILDING
OLYMPIA, WA 98504

MUKILTEO ELEMENTARY SCHOOL
2600 MUKILTEO DRIVE
ATTN: MS. WENDEE STEELE
PRINCIPLE
MUKILTEO, WA 98275

OLYMPIC VIEW MIDDLE SCHOOL
2602 MUKILTEO DRIVE
ATTN: MR. MARK FLOTLIN, PRINC
MUKILTEO, WA 98275

MR. JIM SHOEMAKE, EVERETT
SCHOOL DISTRICT SUPERINTENDI
9401 SHARON DRIVE
EVERETT, WA 98204

SNO-ISLE VOCATIONAL SKILLS
CENTER,
ATTN: CLAUDIA BUXTON DIRECT
9001 AIRPORT RD
EVERETT, WA 98204

North

FLUKE CORPORATION
GEORGE BISSONETTE
6920 SEAWAY BLVD
EVERETT, WA 98203

WOODTAPE
2300 MERRILL CREEK PKWY
EVERETT, WA 98203

APPLIED TECHNOLOGY
TRAINING CENTER
2333 SEAWAY BLVD
EVERETT, WA 98203

NORPRO
2215 MERRILL CREEK PKWY
EVERETT, WA 98203

INTERMEC CORPORATION
6001 36TH AVENUE WEST
EVERETT, WA 98203

CINTAS
6400 MERRILL CREEK PKWY
EVERETT, WA 98203

S

Yvonne Hansell
7809 40th Ave W
Mukilteo, WA 98275

C L. Maynard
1710 75th St SW
Everett, WA 98203

Elandee III LTD
78th St SW
Mukilteo, WA 98275

Frances Miller
4206 78th St SW
Mukilteo, WA 98275

Michael Labbs
4025 80th St SW
Mukilteo, WA 98275

Snohomish County PUD
1802 75th St W
Everett, WA 98203

Sadie Ciuffo
1620 75th St SW
Everett, WA 98203

Arbin Clark
4223 78th St SW
Mukilteo, WA 98275

Henry McCaleb
1901 75th St SW #1A
Everett, WA 98203

Coy E. Morris
1719 75th St SW
Everett, WA 98203

Gibson L. Stevens
1803 75th St SW
Everett, WA 98203

John L. Butsch
1815 75th St SW
Everett, WA 98203

Vicki L. Lyon
1814 75th St SW
Everett, WA 98203

David Martinson
1810 75th St SW
Everett, WA 98203

Charles J Lauby
1806 75th St SW
Everett, WA 98203

Bonnie L Spaulding
1724 75th St SW
Everett, WA 98203

Irene M Kortekaas
1718 75th St SW
Everett, WA 98203

SE	OCCUPANT 1811 W CASINO RD EVERETT WA 98204-1405	OCCUPANT 2024 W CASINO RD EVERETT WA 98204-1402
OCCUPANT 2120 W CASINO RD EVERETT WA 98204-1496	OCCUPANT 2315 W CASINO RD EVERETT WA 98204-1472	OCCUPANT 2510 W CASINO RD EVERETT WA 98204-1439
OCCUPANT 2403 W CASINO RD EVERETT WA 98204-1419	OCCUPANT 2312 W CASINO RD A EVERETT WA 98204-1417	OCCUPANT 2312 W CASINO RD B EVERETT WA 98204-1440
OCCUPANT 2505 W CASINO RD EVERETT WA 98204-1400	OCCUPANT 2610 W CASINO RD EVERETT WA 98204-1491	OCCUPANT 2600 W CASINO RD EVERETT WA 98204-1498
OCCUPANT 2615 W CASINO RD 2A EVERETT WA 98204-1497	OCCUPANT 2615 W CASINO RD 2B EVERETT WA 98204-1490	OCCUPANT 2615 W CASINO RD 2C EVERETT WA 98204-1490
OCCUPANT 2615 W CASINO RD 2D EVERETT WA 98204-1490	OCCUPANT 2615 W CASINO RD 2E EVERETT WA 98204-1490	OCCUPANT 2615 W CASINO RD 2H EVERETT WA 98204-1490
OCCUPANT 2615 W CASINO RD 2J EVERETT WA 98204-1490	OCCUPANT 2615 W CASINO RD 4A EVERETT WA 98204-1490	OCCUPANT 2615 W CASINO RD 4B EVERETT WA 98204-1490
OCCUPANT 2615 W CASINO RD 4C EVERETT WA 98204-1490	OCCUPANT 2615 W CASINO RD 4J EVERETT WA 98204-1490	OCCUPANT 2615 W CASINO RD 7A EVERETT WA 98204-1490
OCCUPANT 2615 W CASINO RD 7B EVERETT WA 98204-2111	OCCUPANT 2525 W CASINO RD 7C EVERETT WA 98204-2112	OCCUPANT 2525 W CASINO RD 7D EVERETT WA 98204-2112
OCCUPANT 2525 W CASINO RD 7E EVERETT WA 98204-2112	OCCUPANT 2525 W CASINO RD 7F EVERETT WA 98204-2112	OCCUPANT 2525 W CASINO RD 7G EVERETT WA 98204-2112
OCCUPANT 2525 W CASINO RD 8A EVERETT WA 98204-2112	OCCUPANT 2525 W CASINO RD 8B EVERETT WA 98204-2112	OCCUPANT 2525 W CASINO RD 8C EVERETT WA 98204-2112

OCCUPANT
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EVERETT WA 98204-2112

OCCUPANT
2615 W CASINO RD
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EVERETT WA 98204-1492

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2615 W CASINO RD
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2615 W CASINO RD
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2700 W CASINO RD
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EVERETT WA 98204-2110

OCCUPANT
3003 W CASINO RD
EVERETT WA 98204-1910

OCCUPANT
1926 W CASINO RD
EVERETT WA 98204-1489

RESIDENT
1926 W CASINO RD
A103
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EVERETT WA 98204-8406

RESIDENT 1926 W CASINO RD J101 EVERETT WA 98204-1484	RESIDENT 1926 W CASINO RD J102 EVERETT WA 98204-1484	RESIDENT 1926 W CASINO RD J103 EVERETT WA 98204-1484
RESIDENT 1926 W CASINO RD J104 EVERETT WA 98204-1484	RESIDENT 1926 W CASINO RD J105 EVERETT WA 98204-1484	RESIDENT 1926 W CASINO RD J106 EVERETT WA 98204-1484
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RESIDENT 1926 W CASINO RD J202 EVERETT WA 98204-8407	RESIDENT 1926 W CASINO RD J203 EVERETT WA 98204-8407	RESIDENT 1926 W CASINO RD J204 EVERETT WA 98204-8407
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RESIDENT 1926 W CASINO RD J208 EVERETT WA 98204-1485	RESIDENT 1926 W CASINO RD K101 EVERETT WA 98204-1485	RESIDENT 1926 W CASINO RD K102 EVERETT WA 98204-1485
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1926 W CASINO RD
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EVERETT WA 98204-1486

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1926 W CASINO RD
L105
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1916 W CASINO RD
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EVERETT WA 98204-1416
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RESIDENT
1916 W CASINO RD
6
EVERETT WA 98204-1416

Aerospace Machinists
8631 Airport Rd
Everett, WA 98204

AT&T Communication
2505 W Casino
Everett, WA 98204

Mulilteo School District
9001 Airport Rd
Everett, WA 98204

The Cushing Group Inc
2615 W Casino Rd
Everett, WA 98204

Cushing Two Inc
2525 W Casino Rd
Everett, WA 98204

GTE Comm Systems Corp
2610 W Casino Rd
Everett, WA 98204

John Fluke Mfg Co Inc
1720 75th St SW
Everett, WA 98203

C & C Truck Parts Inc
2315 W Casino Rd
Everett, WA 98204

RESIDENT
9701 32ND DR W
EVERETT WA 98204-1903

RESIDENT
3215 97TH PL SW
A
EVERETT WA 98204-1908

RESIDENT
3215 97TH PL SW
B
EVERETT WA 98204-1908

RESIDENT
9724 32ND DR W
EVERETT WA 98204-1903

RESIDENT
9724 32ND DR W
B
EVERETT WA 98204-1903

RESIDENT
3220 100TH ST SW
A
EVERETT WA 98204-1390

RESIDENT
3220 100TH ST SW
B
EVERETT WA 98204-1303

RESIDENT
3220 100TH ST SW
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EVERETT WA 98204-1303

RESIDENT
3220 100TH ST SW
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RESIDENT
3220 100TH ST SW
E
EVERETT WA 98204-1383

RESIDENT
10016 33RD PL W
EVERETT WA 98204-1906

RESIDENT
10108 32ND AVE W
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EVERETT WA 98204-1343

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10108 32ND AVE W
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RESIDENT
10108 32ND AVE W
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EVERETT WA 98204-1343

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10108 32ND AVE W
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RESIDENT
2817 100TH SW
EVERETT WA 98204-1304

RESIDENT
10108 32ND AVE W
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10203 31ST AVE W
A
EVERETT WA 98204-1386

RESIDENT
10217 31ST AVE W
C51B
EVERETT WA 98204-1917

RESIDENT
10217 31ST AVE W
C51D
EVERETT WA 98204-1917

RESIDENT
3008 100TH ST SW
EVERETT WA 98204-1391

W

OCCUPANT
8040 40TH AVE W
MUKILTEO WA 98275-2810

OCCUPANT
7911 40TH AVE W
MUKILTEO WA 98275-2812

RESIDENT
4007 78TH ST SW
MUKILTEO WA 98275-2829

RESIDENT
4203 78TH ST SW
B
MUKILTEO WA 98275-2825

RESIDENT
8609 44TH AVE W
MUKILTEO WA 98275

RESIDENT
10203 31ST AVE W
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EVERETT WA 98204-1386

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10217 31ST AVE W
C51C
EVERETT WA 98204-1917

RESIDENT
2916 100TH ST SW
A
EVERETT WA 98204-1397

RESIDENT
10300 28TH AVE W
EVERETT WA 98204-1900

RESIDENT
7901 40TH AVE W
EVERETT WA 98204-1392

OCCUPANT
7924 40TH AVE W
MUKILTEO WA 98275-2812

RESIDENT
4223 78TH ST SW
MUKILTEO WA 98275-2720

OCCUPANT
7806 40TH AVE W
B
MUKILTEO WA 98275-2813

RESIDENT
4206 78TH ST SW
MUKILTEO WA 98275-2826

RESIDENT
8721 44TH AVE W
MUKILTEO WA 98275

RESIDENT
10203 31ST AVE W
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10217 31ST AVE W
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2916 100TH ST SW
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EVERETT WA 98204-1340

RESIDENT
11002 29TH AVE W
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RESIDENT
7911 40TH AVE W
EVERETT WA 98204-1392

OCCUPANT
4025 80TH AVE W
MUKILTEO WA 98275-2852

RESIDENT
7901 40TH AVE W
MUKILTEO WA 98275-2812

RESIDENT
4203 78TH ST SW
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MUKILTEO WA 98275-2825

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8731 44TH AVE W
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8910 44TH AVE W
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8918 44TH AVE W
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8612 44TH AVE W
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9014 44TH AVE W
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9004 44TH AVE W
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8700 44TH AVE W
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8622 44TH AVE W
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8604 44TH AVE W
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8712 44TH AVE W
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8704 44TH AVE W
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8708 44TH AVE W
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8926 44TH AVE W
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8130 44TH AVE W
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7914 44TH AVE W
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7906 44TH AVE W
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7831 44TH AVE W
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7810 44TH AVE W
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8217 44TH AVENUE WEST
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8221 44TH AVENUE WEST
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MUKILTEO, WA 98275-2542

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LIBERTY CHRISTIAN SCHOOL AND DAY CARE 8225 44TH AVENUE WEST MUKILTEO, WA 98275-2542	SENIOR SERVICES OF SNOHOMISH COUNTY 8225 44TH AVENUE WEST MUKILTEO, WA 98275-2542	DART TRANSPORTATION 8225 44TH AVENUE WEST MUKILTEO, WA 98275-2542
OCCUPANT 8225 44TH AVENUE WEST SUITE M MUKILTEO, WA 98275-2542		

PUBLIC PARTICIPATION PLAN - APPENDIX D

INTERVIEW QUESTIONS

Community interviews are informal interviews held with selected individuals or small groups representing adjacent property owners, local residents, government officials, local businesses, the media, community groups, and potentially liable persons. Refer to the site mailing list (Appendix C) for a list of possible interviewees.

The purpose of the interview is to gather pertinent information that may be used during development of an effective public participation program. An effective public participation program encourages citizen involvement and meets the special concerns of the community in relation to the site. This process will also allow an assessment of the scope of community concern.

The conversation with the interviewee begins by explaining the situation at the site and what the information being gathered through the interview process will be used for. Below are some typical questions asked.

1. What do you know about the site? When were you first aware?
2. What is your understanding of the history of the site?
3. Do you have current concerns about the site?
4. Do you believe our health or the health of the community is affected or has been affected by the hazardous substances at the site?
5. From your perspective, does the public have confidence in Ecology's oversight of the remedial or removal action? What do you personally feel?
6. What media do you get your information from? Have you had contact with government officials about the site? Were they responsive to your concerns?
7. Are you participating in any activities concerning the site? How would you like to further participate?
8. Where would you suggest site reports and documents be available for your study and review?
9. Where would you suggest Ecology hold public meetings or hearings?
10. From your perspective, who in this area should be informed about the site?
11. What kind of information do you need about the site? How do you want to get this information?

PUBLIC PARTICIPATION PLAN - APPENDIX E

GLOSSARY

- 1 Agreed Order or Order means this Order issued under RCW 70 105D 050(1) and WAC 173-340-530. The term includes the text of this Order, all attachments to this Order, and all Ecology-approved submittals required pursuant to this Order. All attachments to this order and Ecology-approved submittals are incorporated into this Order by this reference and are enforceable parts of this Order as if fully set forth herein.
- 2 Area of Concern ("AOC") means any area of the Facility where a release of hazardous substances (including dangerous waste and dangerous constituents) at or from the BCAG - Everett Plant has occurred, is occurring, is suspected to have occurred, or threatens to occur.
- 3 Boeing Commercial Airplane Group - Everett Plant (the BCAG - Everett Plant) means all contiguous property located at 3003 West Casino Road, Everett, Washington, which is owned, operated, or under the control of The Boeing Company.
- 4 Cleanup Action Plan ("CAP") means the document prepared by Ecology under WAC 173-340-360 which selects facility specific corrective measures, cleanup standards, points of compliance and other requirements for the cleanup action.
- 5 Cleanup Standards means the standards promulgated under RCW 70 105D 030(2)(d) and include (1) hazardous substance concentrations "cleanup levels" that protect human health and the environment; (2) the location at the facility where those cleanup levels must be attained, "points of compliance"; and (3) additional regulatory requirements that apply to a cleanup because of the type of action required and/or the location of the Facility.
- 6 Corrective Action means any activity including investigations, studies, characterizations and corrective measures, including actions taken pursuant to Chapter 70 105D RCW and Chapter 173-340 WAC, undertaken in whole or in part to fulfill the requirements of Chapter 70 105 RCW and WAC 173-303.

7 Corrective Measure means any measure to control, prevent, or mitigate releases and/or potential releases of hazardous substances (including dangerous waste and dangerous constituents) at or from the BCAG - Everett Plant, which action has been reviewed and approved by Ecology and set forth in a facility specific Cleanup Action Plan ("CAP") prepared in compliance with the requirements of Chapter 70 105D RCW and Chapter 173-340 WAC, including WAC 173-340-360. Corrective measures may include interim actions as defined by Chapter 173-340 WAC.

8 Dangerous Constituent means any constituent identified in WAC 173-303-9905 or 40 CFR Part 264 Appendix IX; any constituent which caused a waste to be listed or designated as dangerous under the provisions of Chapter 173-303 WAC, or any constituent defined as a hazardous substance at RCW 70.105D.020(7).

9 Dangerous Waste means any solid waste designated in WAC 173-303-070 through 173-303-100 as dangerous, extremely hazardous, or mixed waste. Dangerous wastes are hazardous substances under RCW 70.105D.020(7).

10 Dangerous Waste Constituent means any constituent listed in WAC 173-303-9905 or any other constituent that has caused a waste to be a dangerous waste under Chapter 173-303 WAC. Dangerous waste constituents are hazardous substances under RCW 70.105D.020(7).

11 Day shall always mean a calendar day unless otherwise specified. In computing any period of time under this Order, if the last day falls on a Saturday, Sunday, or a state or federal holiday, the period shall run until the end of the next day which is not a Saturday, Sunday, or a state or federal holiday. Any time period scheduled to begin on the occurrence of an act or event shall begin on the day after the act or event.

12 Facility means the BCAG - Everett Plant and all other property, regardless of control, at which hazardous substances, including dangerous wastes and dangerous constituents, released at or from the BCAG - Everett Plant have come to be located.

13 Feasibility Study ("FS") means the investigation and evaluation of potential corrective measures performed in accordance with the Feasibility Study (FS) requirements of WAC 173-340-350 and the Remedial Investigation and Feasibility Study (RI/FS) requirements outlined in Section VI of this Order. The Ecology approved FS will be deemed to be equivalent to a RCRA Corrective Measures Study, fulfilling the corrective action requirements of WAC 173-303-646.

14 Hazardous Substance means the definition of hazardous substance at RCW 70.105D.020(7).

15 Permit or Permitting Requirement, unless otherwise specified, means the requirements pursuant to Chapter 70 105 RCW and Chapter 173-303 WAC for applying for, obtaining, maintaining, modifying, and terminating dangerous waste management facility permits

16 RCRA Facility Assessment ("RFA") means the investigation conducted under the direction of the U S Environmental Protection Agency - Region Ten (U S EPA Region X) for releases and potential releases at or from the BCAG - Everett Plant. The results of the RFA are described in the report entitled "*Boeing Company Plant, Everett, Washington Resource Conservation and Recovery Act Facility Assessment, December 2, 1993 Prepared by PRC Environmental Management, Inc.*" ("RFA Report"). The RFA Report is incorporated into this Order by this reference as if fully set forth herein

17 Release means the definition of release at RCW 70 105D 020(19), which includes any intentional or unintentional entry of any Hazardous Substance into the environment, including but not limited to the abandonment or disposal of containers of Hazardous Substances.

18 Remedial Investigation ("RI") means a facility wide investigation and characterization performed in accordance with the requirements of Chapter 173-340 WAC and the remedial investigation/feasibility study ("RI/FS") Scope of Work described in Section VI of this Order. The Ecology approved RI will be deemed to be equivalent to a RCRA facility investigation, fulfilling the corrective action requirements of WAC 173-303-646.

19 Solid Waste Management Unit ("SWMU") means the definition of Solid Waste Management Unit at WAC 173-303-040, including any discernible location at the BCAG - Everett Plant, where solid wastes have been placed at any time, whether or not the location was intended for the management of solid or dangerous wastes. These SWMUs include any area at the BCAG - Everett Plant at which solid wastes, including spills, were routinely and systematically released

20 Submittal shall include any workplan, report, status report, or any other written document required to be submitted to Ecology pursuant to this Order

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SWMUs and AOCs Where a Remedial Investigation is Needed at The Boeing Commercial Airplane-Everett Plant.

1. No. 051 Building 40-31; Bluestreak Containment trench
No. 070 Building 40-31; Former Underground clarifying single wall steel tank
No. 134 Building 40-31; Plating waste storage containers
No. 150 Building 40-31; zygio penetrant concrete sump
No. 156 Building 40-31; EV-115, 116, 117; Bluestreak sumps
2. No. 054. Building 40-51; Former Wastewater AST
No. 065 Building 40-51; Former paint stripping tankline
No. 151. Building 40-51; Sumps and Trenches; EV-119 thru 123, EV-112 thru 114
3. No. 093. Building 45-01; Former MEK, Toluene, USTs EV-18, -19, -20, -54
No. 142. Building 45-01; EV-136; Wastewater Sump and Flume
4. No. 097 Building 40-11; Former facility degreaser
5. No. 103 Japanese Gulch Ponds and Creek and Lake Boeing -
No. 135. Powder Mill Gulch Pond-
6. No. 121. Building 40-02; EV-103; Hydraulic Jack Test Stand o/w separator
7. No. 145. Building 40-33; EV-200; Wastewater Sump; 767 Wing Stub CST&P
8. No. 154. Building 40-37; 777 CST&P wastewater sumps from the CST&P cells (4), CIC cell (1)
9. No. 157 Building 45-03; EV-124, 125, 129; Paint hanger and Wastewater sumps and delivery
trenches.
No. 167. Building 45-06; Wastewater USTs; EV-21, EV-22, EV-23.

SWMU and AOC numbers obtained from the reference: Boeing Commercial Airplane Group-Everett Plant, September 18, 1995, RCRA Corrective Action-Solid Waste Management Unit/Areas of Concern Background Document.

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SWMUs and AOCs Where Interim Actions are Required in Addition to Subsurface Investigation at the Boeing Commercial Airplane-Everett Plant.

1. No. 055. Building 40-24; EV-75-1, EV-76-1; Former Central Hydraulic System Waste Tank System
- No. 168. Building 40-24; Utility Sumps and Trenches
2. No. 067. Building 40-56; Former Solvent Recycling Unit
- No. 071. Building 40-56; EV-153; Former Silkscreen UST and Sump
- No. 086. Building 40-56; EV-41; Former Waste Acid UST
- No. 089. Building 40-56; EV-42; Former waste silkscreen UST
- No. 094. Building 40-56; EV-43; Former Silkscreen product UST
3. No. 100. Gun Club
4. No. 112. Building 40-11; EV-51; Auto steam cleaning area o/w separator
5. No. 165. Building 45-51; Jet fuel USTs; EV-26 thru 29
6. No. 166. Building 45-52; UST Jet fuel overfill; EV-110-1

SWMU and AOC numbers obtained from the reference: Boeing Commercial Airplane Group-Everett Plant, September 18, 1995, RCRA Corrective Action-Solid Waste Management Unit Areas of Concern Background Document.

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Summary of Interim Actions at Attachment 6 SWMUs and AOCs

Gun Club (No. 100)

The Gun Club site is approximately twenty-five acres in size and is located west of Airport Road and north and east of the Snohomish County Airport (Paine Field). The area is primarily unpaved and undeveloped except for two roads, and an asphalt paved area remaining from previous remedial and lead reclamation activities.

The Paine Field Sports Club operated a trap shooting range on the site from the late 1940's until 1988 when Boeing purchased the property from Snohomish County. Trap shooting resulted in soil and groundwater contamination with lead from shot and polyaromatic hydrocarbons (PAH's) from clay pigeons. Surface contamination has been spread both laterally and vertically because of historical grading and filling activities. Contamination at the site was reported to the Department of Ecology in 1990.

There has been site investigation, remediation, and site development activities at the site since 1988. These activities were independent remedial actions conducted by The Boeing Company. These investigations were performed by Dames and Moore in 1988 and 1990, and Landau Associates in 1991 both under contract with The Boeing Company. Remediation has consisted primarily of surficial soil removal in 1988, 1990, and 1993. In late 1994 and early 1995, The Boeing Company contracted with Secor to perform a quantitative risk assessment using previously collected data. The risk assessment determined that there is little or no health risk to human receptors from exposure to site chemicals, with the exception of a small portion of Area C. As a part of this Agreed Order, Ecology will review and comment on the regulatory and technical aspects of the independently conducted risk assessment. Area C is the part of the site bounded by Airport Road, West Frontage Road, Bomarc Road, and Paine Field. Area C does present a limited risk that will be addressed in 1996.

Currently there are seven groundwater monitoring wells at the Gun Club that are sampled quarterly. The samples are analyzed for arsenic, lead and polyaromatic hydrocarbons. This monitoring is part of a site wide program conducted as part of an independent remedial action.

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Silkscreen Shop Area (Building 40-56: Nos. 067, 071, 086, 089, and 094)

This Silkscreen Shop is located in the southeast portion of Building 40-56. This shop has performed silkscreening for aircraft interiors since 1969. This area is located within an operating manufacturing shop and the paved outdoor area directly south of the building.

The washing of inks from silk screens has historically used a variety of nonchlorinated solvent mixtures that have primarily consisted of ketones such as cyclohexanone and light aromatics such as toluene, ethyl benzene, xylenes, cumene, and trimethyl benzenes. These solvents have been released into the subsurface from tanks, piping, sumps and other mechanical systems that historically carried spent and new silkscreen washing solvent.

In 1986, two underground storage tanks used for spent and new silkscreen solvent were removed from the outdoor area directly south of the Silkscreen Shop. Soil and perched groundwater containing solvent constituents were encountered during the removal of these tanks. The discovery of contamination was reported to the Department of Ecology. An independent remedial investigation was conducted in 1986 and 1987 that included soil sampling and installation of monitoring wells within the perched groundwater. A groundwater recovery system to address the contamination in the perched groundwater was installed in 1987 and 1988.

In 1992, during remodeling and expansion of the Silkscreen Shop, soil with elevated levels of solvent constituents was discovered beneath the Silkscreen Shop. This discovery was reported to the Department of Ecology. An independent remedial investigation was conducted and approximately 470 cubic yards of contaminated soil was excavated. All of the contaminated soils could not be removed without impacting the structural integrity of the building. This investigation did not encounter any groundwater to a total depth of 46-feet below ground surface.

In 1994, immiscible light non-aqueous phase liquid was discovered in two monitoring wells that were installed in 1987 in the area south of the building. This discovery was reported to the Department of Ecology. In 1994, a monitoring well was installed within the Esperance Sand Aquifer northwest of the tank location to assess whether contamination in this area had effected the regional aquifer. Monitoring of this well has not detected any impact from solvents.

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Currently there are nine monitoring wells installed in the perched groundwater directly south of the building. These wells are sampled quarterly and the samples analyzed for volatile organic compounds. In 1994, the recovery system was refurbished and continues to operate today. The operation of the recovery system and groundwater monitoring are an independent remedial action by The Boeing Company.

Jet Fuel Overfill Containment Tank, EV110-1 (Building 45-52; No. 166)

This area is located south of fueling position F-5. The area is paved except for a fenced area surrounding a emergency jet fuel (Jet-A) spill containment 900-gallon underground storage tank (tank number EV-110-1). In 1994, jet fuel floating on perched groundwater was encountered in the fill material surrounding buried utilities. This discovery was reported to the Department of Ecology. This area was five feet north of tank EV-110-1. Approximately ten cubic yards of soil containing jet-fuel were excavated as part of an independent remedial action to support buried utility upgrades. Soil samples collected during this excavation were contaminated above MTCA Method A levels for petroleum hydrocarbons. The source of the release was tank EV-110-1 which was modified to prevent any reoccurrences.

The independent remedial action was continued with the investigation of the area using monitoring wells installed in the perched groundwater, soil borings, and a soil gas survey. Soil samples collected during this investigation did not contain detectable levels of petroleum hydrocarbons.

Five monitoring wells within the perched groundwater are sampled quarterly and the samples analyzed for petroleum hydrocarbons. One well contains immiscible light non-aqueous phase liquid (LNAPL) as jet fuel. A passive recovery system is currently installed in this well to remove LNAPL. The operation of the recovery system and groundwater monitoring are an independent remedial action by The Boeing Company.

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Underground Storage Tanks, Fuel Farm, (Building 45-51: No. 165)

This area is located south of Building 45-51 and consists of four underground storage tanks for jet fuel (Jet-A) connected to an airport hydrant fuel distribution system. The area is paved except for the area directly above the tanks.

In 1987, jet fuel contamination in soil was discovered near the Fuel Farm. This discovery was reported to the Department of Ecology. In 1989, a monitoring well, a recovery well and recovery trench were installed in the fill material around the tanks. The recovery well had a skimmer system for removal of floating jet fuel. The skimmer system was removed because floating jet fuel was no longer present in the well. The installation of the monitoring well and groundwater recovery system were independent remedial actions.

In 1994, tightness testing was performed on the tanks and buried piping. This testing determined that the system was tight and the occurrence of jet fuel in the subsurface is probably due to above ground spills of jet fuel.

In 1995, additional soil and groundwater sampling was performed as part of an independent remedial action. This investigation indicated that contamination from jet fuel was primarily limited to the fill material surrounding the tanks. A new recovery system was installed in the existing recovery well. This system pumps groundwater to a treatment system that discharges to the sanitary sewer.

There is currently one monitoring well installed in the fill material surrounding the tanks. This well is sampled quarterly and the sample analyzed for petroleum hydrocarbons. Observations of the wells indicates the presence of floating jet fuel on the groundwater. The recovery system is currently operating. The operation of the recovery system and groundwater monitoring are an independent remedial action by The Boeing Company.

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Former Central Hydraulic System Waste Tank System (Building 40-24: Nos. 055, 168)

This system consisted of two above ground, vaulted steel tanks connected to several sumps by a network of buried, above ground, and above ground, below grade piping. The tank vault, sumps and a majority of the piping were located in utility tunnels beneath the 767 aircraft final assembly positions.

The unit accepted water and synthetic hydraulic oil (Skydrol™ or Hyjet IVA™). The system ceased operation in 1992 and underwent closure according to a Department of Ecology NWRO approved closure plan. The reports describing the closure and the subsurface conditions are currently under review by the Department of Ecology NWRO. Soil borings to support the closure indicated soil contamination by synthetic hydraulic oil.

There is currently one monitoring well installed in perched groundwater directly below a utility tunnel that was part of the tank system. This groundwater resides in a 2½ foot thick unit of gravel beneath the tunnel floor. This monitoring well is sampled quarterly and the sample analyzed for phosphate esters (hydraulic oil components).

Oil/Water Separator, Auto Shop Steam Clean Area (Building 40-11: No. 112)

This unit is located east of Building 40-11 in a paved area. A concrete vault type oil/water separator in this area was replaced by a 12,000 gallon double walled tank separator in 1988. The unit accepts water from Area #050 (Containment Trench, Automotive Shop Steam Clean Area) by a double walled pipe. The separator accepts water contaminated with oil, fuel, detergents and solvents from the steam clean area. The tank process water is pumped through double-walled pipe to the wastewater treatment plant (Building 45-06).

In 1992, an overflow of the separator resulted in contamination of the fill material surrounding the separator. The release was reported to the Department of Ecology. An independent remedial investigation of the area indicated that contamination of soil and perched groundwater was primarily limited to the fill material. In 1995, floating oil or fuel was discovered in a dewatering well installed in the tank fill material. Water from the well is pumped into the oil/water separator. The floating oil was periodically removed using absorbent until early 1996 by which time the floating oil was no longer present.

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The dewatering well is sampled quarterly and the samples analyzed for petroleum hydrocarbons and volatile organic hydrocarbons. The dewatering well has operated since at least 1992. The operation of the recovery system and groundwater monitoring are an independent remedial action by The Boeing Company.

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SWMUs Where Independent Action was Completed at The Boeing Commercial Airplane-Everett Plant

[These Reports are Subject to Ecology Review and Final Determination]

1. No 056 Building 40-18; Fatigue Test Pad
No. 057 Building 45-18; Former Fatigue Test Pad Soil Pile
2. No. 059 Building 40-18; Japanese Gulch Stockpile
No. 099 Building 40-56; Former Vehicle Fueling Station Soil Stockpile
3. No. 060. Building 40-58; North Fire Test Pit; EV-52, 53
4. No. 061. Building 40-56; Former Oil Interceptor Removal at K5; EV-44
No. 062. Building 40-56; Former Oil Interceptor Removal at S5; EV-46
5. No. 064. Building 40-56; Former o/w separator for the Vehicle Fueling Station; EV-154;
No. 095. Building 40-56; EV-48,49; Former Vehicle Fueling USTs
6. No. 068. Building 45-18; South Fire Pit
7. No. 069. Building 40-51; Former Traveling Paint Booths (2); EV-114
No. 084. Building 40-51; EV-9; Former MEK product UST
No. 090. Building 40-51; EV-11; Former Waste MEK UST
No. 091. Building 40-51; EV-10; Former Waste MEK USTs
8. No. 072. Building 40-56; EV-50; Former vehicle fueling waste oil UST
9. No. 073 Building 40-12; EV-34; 410 gallon Diesel UST
10. No. 074 Building 40-21; EV-30 replaced by EV-30-1(active)
11. No. 075 Building 40-24; EV-36 replaced by EV-190-1(active)
12. No. 076. Building 40-30; EV-32 replaced by EV-32-1 (active)
13. No. 078. Building 40-32; EV-38; replaced by EV-189(active)
14. No. 080. Building 45-02; EV-17 replaced by EV-17-1(active)
15. No. 081. Building 45-03; EV-25 replaced by EV-191-(active)
16. No. 082. Building 45-18; EV-16; diesel UST for emergency generator
17. No. 083. Building 45-02; EV-15; 1500 gallon diesel UST
18. No. 087. NW Yard; Former Waste Fuel UST; EV-12
19. No. 092 Building 40-12; EV-5,6,7; Former Fuel Oil UST
20. No. 096. Building 40-03; EV-1, 1-1; waste stoddard solvent USTs (removed)
21. No. 098. Building 40-53; Mockup degreaser

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22. No. 107. Building 45-18; 75,000 gallon o/w separator; EV-13
23. No. 130. Building 40-12; EV-3, EV-4; o/w separator for the boiler fuel tank area
24. No. 139. Building 45-01; solvent recycling still
25. No. 143. Building 40-22; EV-127; Wastewater Sump, 747 Wing Stub CST&P
26. No. 144. Building 40-23; EV-128; Wastewater Sump, 747 Wing Stub CST&P
27. No. 159. Building 40-37; EV-176-1; butyl carbitol UST
28. No. 160. Building 40-97; EV-64; Diesel USTs (removed)
29. No. 161. Outdoor; EV-14; Single wall 550-gallon diesel UST for an emergency generator
30. No. 162. Building 40-15; EV-68-1; MEK UST
31. No. 171. Building 40-31; Old Bluestreak vapor degreaser removed in 1994
32. No. 172. Concrete Slurry Pit
33. No. 174. Building 40-37; Varsol soil contamination investigation.

SWMU and AOC numbers obtained from the reference: Boeing Commercial Airplane Group-Everett Plant, September 18, 1995, RCRA Corrective Action-Solid Waste Management Unit Areas of Concern Background Document.

Reports describing work completed at the Boeing Commercial Airplane Group - Everett Plant for SWMUs and AOCs listed on Attachment 7

- 1 Norton Corrosion Limited, Inc., October 21, 1985, "Letter, Dave Smukowski from Randall Goodlund (Norton Corrosion Limited, Inc), Sonic Thickness Testing, Fuel Storage Tanks, North of Building 40-11, Boeing Everett Plant"
- 2 Norton Corrosion Limited, Inc , November 30, 1985, "Final Report, Soil Sampling and Priority Analysis, Everett Underground Storage Tanks"
- 3 Dames and Moore, July 31, 1986, "Report, Underground Tank Leak Investigation, Boeing Everett Facility, Building 40-51"
- 4 Boeing, September 29, 1989, "Laboratory Report T-6785-CH-9941 and Notice of Permanent Closure of Underground Storage Tanks, Tanks EV-1 and EV-2"
- 5 Boeing, September 29, 1989, "Laboratory Report T-6785-CH-9779, Notice of Permanent Closure of Underground Storage Tanks, Tanks EV-5, EV-6 and EV-7, Photographs 89SK03476-4 and 89SK03476-10"
- 6 Boeing, October 20, 1989, "Laboratory Report T-6785-CH-0084, North Fire Pit Demolition Analytical Results"
- 7 Dames and Moore, January 15, 1991, "Report, Soils Chemical Characterization, Utility Trench, Everett, Washington"
- 8 GeoEngineers, Inc., February 7, 1991, "Report of Geoenvironmental Services, Removal of Underground Methyl Ethyl Ketone Storage Tank (EV-9), Everett, Washington, for The Boeing Company"
- 9 Dames and Moore, March 8, 1991, "Report, Soils Characterization Fatigue Test Pad, Boeing Everett"
- 10 HAZTOX, July 29, 1991, "Tank Closure Documentation for Wright Schuchart Harbor Company, Site Location, BCAG, 3003 West Casino Road, Gate E-70, Everett, Washington, Building 40-56 Expansion 'Footprint' Tank EV-48 and EV-49"
- 11 HAZTOX, August 25, 1991, "Report, Oil Separator/Sump Closure for Wright Schuchart Harbor Company Site Location, BCAG, 3003 West Casino Road, Gate E-70, Everett, Washington, Building 40-56 Expansion 'Footprint'"
- 12 Converse Consultants NW, October 8, 1991, "Report, Underground Storage Tank Removal Report, Boeing Everett Facility, Building 40-56, Everett, Washington"
- 13 Dames and Moore, October 28, 1991, "Final Report, Soil Assessment, Fatigue Test Pad Area, Boeing Everett"
- 14 HAZTOX, December 2, 1991, "Report, Tank Closure Documentation for Wright Schuchart Harbor Company Site Location, BCAG, 3003 West Casino Road, Gate E-70, Everett, Washington, Building 40-51, Tank EV-9"
- 15 Landau Associates, Inc , March 16, 1992, "Report, Thermal Treatment of Soil Containing Petroleum Hydrocarbons Remediation Project, Everett, Washington, Volumes I and II"
- 16 GeoEngineers, Inc , April 30, 1992, "Report of Geoenvironmental Services, Phase I and Phase II Soil Characterization Program, Building 40-53, BCAG, Everett, Washington"

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17. PEMCO, February 25, 1993, "Report, Environmental Cleanup Work Performed by PEMCO during the Permanent Decommissioning of a 1,000 gallon Diesel Tank at 3003 West Casino Road, Everett, Washington"
18. Boeing, April 28, 1993, "Laboratory Data, Traveling Paint Booth Removal and Vertical Paint Booth #2 Construction (SW Corner of the 40-51 Building)"
19. Boeing, May 1, 1993, "Report, Soil Excavation Phase, Building 40-53 Degreaser Pit, BCAG, Everett, Washington"
20. Pacific Northern Environmental, June 30, 1993, "Report, Tracer Tight Test of 1 Underground Storage Tank at the Bldg NE 40-32 ID #38/2122, Boeing, Everett, Washington"
21. Pacific Northern Environmental, June 30, 1993, "Report, Tracer Tight Test of 1 Underground Storage Tank at the Building SE #40-24 ID #36/2111, Boeing, Everett, Washington"
22. Pacific Northern Environmental, June 30, 1993, "Report, Tracer Tight Test of 1 Underground Storage Tank at the Fuel Position F-2/2116, Boeing, Everett, Washington"
23. Pacific Northern Environmental, June 30, 1993, "Report, Tracer Tight Test of 1 Underground Storage Tank at the Bldg 40-12 ID #34/2112, Boeing, Everett, Washington"
24. Pacific Northern Environmental, June 30, 1993, "Report, Tracer Tight Test of 1 Underground Storage Tank, Tank No. 25 at the Bldg. 45-03/2113, Boeing, Everett, Washington"
25. Groundwater Technology, Inc., July 22, 1993, "Report, Integrity Assessment, Tank 34, 410 Gallon UST, Everett Facility, Boeing Commercial Airplane Group, Everett, Washington"
26. Groundwater Technology, Inc., July 22, 1993, "Report, Integrity Assessment, Tank 36, 1,000 Gallon UST, Everett Facility, Boeing Commercial Airplane Group, Everett, Washington"
27. Groundwater Technology, Inc., July 22, 1993, "Report, Integrity Assessment, Tank 25, 5,000 Gallon UST, Everett Facility, Boeing Commercial Airplane Group, Everett, Washington"
28. Groundwater Technology, Inc., July 22, 1993, "Report, Integrity Assessment, Tank 38, 2,000 Gallon UST, Everett Facility, Boeing Commercial Airplane Group, Everett, Washington"
29. Groundwater Technology, Inc., July 22, 1993, "Report, Integrity Assessment, Tank 15, 550 Gallon, Everett Facility, Boeing Commercial Airplane Group, Everett, Washington"
30. Groundwater Technology, Inc., July 22, 1993, "Report, Integrity Assessment, Tank 14, 550 Gallon UST, Everett Facility, Boeing Commercial Airplane Group, Everett, Washington"
31. Groundwater Technology, Inc., July 22, 1993, "Report, Integrity Assessment, Tank 64, 700 Gallon UST, Everett Facility, Boeing Commercial Airplane Group, Everett, Washington"
32. Foss Environmental Services Company, October 4, 1993, "Report, Underground Storage Tank, Decommissioning and Removal Project, Boeing Everett UST Removal Project, UST Closure Report"
33. Groundwater Technology, Inc., November 14, 1993, "Report, Integrity Assessment, Tank 74-1, 15,000 Gallon AST, Everett Facility, Boeing Commercial Airplane Group, Everett, Washington"
34. Boeing, December 9, 1993, "Laboratory Data, East Traveling Paint Booth Removal, Northeast Corner of 40-51 Building"