



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
www.jeffersoncountypublichealth.org

July 18, 2011

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Stuart Whitford, Environmental Health Director

**DATE:** September 6, 2011

**SUBJECT:** Agenda Item – Interagency Agreement with Department of Ecology for Local Source Control; July 1, 2011 – June 30, 2013; \$160,828

#### **STATEMENT OF ISSUE:**

Jefferson County Public Health, Environmental Health Department, is requesting Board approval of the Interagency Agreement with Department of Ecology for Local Source Control; July 1, 2011 – June 30, 2013; \$160,828

#### **ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:**

JCPH Local Source Control Specialist (LSCS) will visit Jefferson County businesses to provide no-cost technical assistance site visits to reduce pollution to our water resources. The program goal is to reduce and eliminate hazardous wastes and pollutants and protect surface waters.

Through individual consultation, the LSCS will work with business owners to evaluate their business practices and make recommendations to reduce their impacts on the environment and make recommendations based on Best Management Practices for that industry.

The LSCS will work closely with the City of Port Townsend to provide source control expertise and education/outreach on stormwater pollution prevention and conduct internal inspection of the County and City maintenance facilities to ensure source control standards are being met. LSCS will also investigate businesses that are connected to an on-site septic system (OSS) to ensure hazardous waste is being properly disposed and managed. In some cases where it is determined that hazardous waste is disposed into the OSS, LSCS will collect samples from the OSS and identify possible contamination. Contamination into these systems causes system failures and can result in subsurface flow into surface waters.

#### **FISCAL IMPACT/COST BENEFIT ANALYSIS:**

This contract is funded by Department of Ecology at 100%.

COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
MAIN: (360) 385-9400  
FAX: (360) 385-9401

**PUBLIC HEALTH**  
ALWAYS WORKING FOR A SAFER AND  
HEALTHIER COMMUNITY

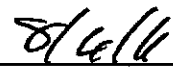
ENVIRONMENTAL HEALTH  
WATER QUALITY  
MAIN: (360) 385-9444  
FAX: (360) 379-4487

**RECOMMENDATION:**

JCPH management request approval of the Interagency Agreement with Department of Ecology for Local Source Control; July 1, 2011 – June 30, 2013; \$160,828

**REVIEWED BY:**

  
Philip Morley, County Administrator

  
Date

**INTERAGENCY AGREEMENT NO. C1200065  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
JEFFERSON COUNTY PUBLIC HEALTH**

**THIS AGREEMENT** is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY", and the JEFFERSON COUNTY PUBLIC HEALTH, hereinafter referred to as the "JEFFERSON COUNTY."

**AGREEMENT PURPOSE**

The purpose of this agreement is to provide funding for the Partner government to hire a "Local Source Control Specialist" (LSCS) as part of the Local Source Control Partnership. The LSCS will provide technical assistance and education services to small businesses in an effort to prevent pollution of the urban waters of the state. The LSCS will make referrals to ECOLOGY as needed, and report measurable environmental results.

**IT IS MUTUALLY AGREED THAT:**

Under the Local Source Control Partnership, the Partner government will conduct multimedia source control site visits and pollution prevention activities to conditionally exempt small quantity generator (CESQG) businesses, designed to reduce or eliminate hazardous waste and pollutants at the source.

The Local Source Control Program expects to conduct a minimum of 2,500 site visits per year. We will work with individual jurisdictions to set site visit expectations to reach this target.

Ecology will coordinate this partnership through a Local Source Control Program Coordinator, and support collaborative efforts to protect and restore Puget Sound and the Spokane River Watershed. The Local Source Control Coordinator will work directly with partner governments to establish and monitor interagency agreements authorized under Chapter 39.34 RCW, InterPartner Cooperation Act.

The Local Source Control Specialists will continue to fill a critical gap at the local level by working with small businesses to avoid contamination and recontamination of previously cleaned up sites, reduce the impacts from stormwater pollution and eliminate potential sources of toxics and hazardous waste. The Local Source Control Specialist will fill an important role in providing small business technical assistance to comply with regulations and implement pollution prevention practices.

## **STATEMENT OF WORK**

JEFFERSON COUNTY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachments "A" and "B", attached hereto, and incorporated herein.

## **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2011, and be completed on June 30, 2013, unless terminated sooner as provided herein. Ecology reserves the option to review the contract after one year and adjust the scope of work and budget according to actual performance.

## **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$ 160,828. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. If the jurisdiction finds itself unable to complete the contracted number of visits, the contract amount will be reduced proportionally. Compensation for service(s) shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Appendix "B" which is attached hereto and incorporated herein.

Purchase of source control tools for distribution to CESQG businesses may not exceed \$2,500.00 for the 24-month contract period. Any purchases of equipment or goods over \$1,000 must be pre-approved by the LSC Program Coordinator.

### **Overhead / Indirect Charges**

Ecology prefers this rate to be charged on Salaries and Benefits only. If the partner jurisdiction calculates this on a different base, attach a complete explanation of the items in the base. Indicate the rate in the cell provided on Appendix B, Invoice Detail.

## **BILLING PROCEDURE**

The JEFFERSON COUNTY shall submit invoices using state invoice voucher A19-1A on a quarterly basis (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec) within 40 days following the end of the quarter, to the Partner Source Control Program Coordinator. Payment to the JEFFERSON COUNTY for approved and completed work will be made by warrant or account transfer by the Department of Ecology within 30 days of receipt of a properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. Invoices for the last month of the biennium (June, 2013), are due by July 30, 2013.

## **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department of Ecology. Data shall include, but not be limited to, site visit checklist data, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **PUBLICATION REQUIREMENTS- these requirements apply if publications are created for Ecology use.**

1. Apply Plain Talk principles to the document:  
[http://www.ecy.wa.gov/quality/plaintalk/resources/pub\\_expectations.pdf](http://www.ecy.wa.gov/quality/plaintalk/resources/pub_expectations.pdf)
1. Use the Department of Ecology logo. Request a copy of the logo from the agency's Communication Office (360) 407- 7006.
2. Include the agency approved ADA (American with Disabilities Act) language on the document. (Request the current language from the program's publication coordinator.)
3. Include an agency publication number. (Request a publication number from the program's publication coordinator.)
4. Provide an electronic copy of the document in software that meets the current graphics industry standards software and that Ecology employs.

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. In the event of staff changes or layoffs directly affecting execution of this contract, Ecology reserves the right to periodically review and amend Appendix "A" and "B", the scope of work and budget, respectively.

## **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

## **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

## **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**CONTRACT MANAGEMENT**

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Project Manager for Ecology is: *Julia McHugh, Hazardous Waste and Toxics Reduction Program, Washington State Department of Ecology, N. 4601 Monroe, Spokane, WA 99205-1295, 509-329-3551, jmch461@ecy.wa.gov*

The Contract/Project Manager for JEFFERSON COUNTY is: *Lori Clark, 615 Sheridan St., Port Townsend, WA 98368, (360) 379-4489, lclark@co.jefferson.wa.us*

The parties have signed this Agreement.

Polly Zehm  
State of Washington  
Department of Ecology

John Austin, Chair  
Board of County Commissioners  
Jefferson County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Deputy Director

Title

Date

\_\_\_\_\_  
Title

Date

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

Approved as to form only:

*David Alva* 8/24/2011  
\_\_\_\_\_  
Jefferson Co. Prosecutor's Office



**Appendix A  
FY2011-13**

**Statement of Work**

**Scope of Work**

Work Allocation: based on 1.0 FTE, LSC Specialist work is expected to fall within these general proportions:

- o 75% Site visits (including local government specific activity)
- o 15% Education & Outreach
- o 10% Networking / Training

Jefferson County Public Health (JCPH) will investigate businesses which are connected to an on-site septic system (OSS) to evaluate hazardous waste management practices. LSCS will provide technical assistance on operational hazards of improper disposal of hazardous waste into the OSS, and the pollution potential of contaminating these systems. If improper disposal of hazardous waste into OSS, is found, the effluent will be tested and appropriate recommendations and/or referrals will be made.

JCPH Local Source Control Specialist (LSCS) will continue to focus on multimedia source control site inspections to boatyard industry businesses within the Port of Port Townsend Marina, auto repair, auto body repair, dentists, drycleaners, print shops, veterinarians, and landscapers, and will expand to include equipment rental businesses, food service (Fat, Oil, and Grease), painters, and laboratories in Jefferson County.

JCPH will continue to be an EnviroStars Co-op member and will integrate EnviroStars certification with the LSC checklist, referring businesses that are operating in compliance and using all applicable Best Management Practices (BMPs). JCPH currently has 18 certified EnviroStars. Promoting EnviroStars certification as well as certified businesses will continue to be a priority as it promotes sustainable business practices.

LSCS will work closely with the City of Port Townsend to provide source control expertise and education and outreach on stormwater pollution prevention. LSCS will conduct internal inspections of County and City maintenance facilities to ensure that government is meeting source control standards

In addition to the multimedia site visits, JCPH LSCS will develop and distribute educational brochures, website information, and other pertinent information about appropriate pollution prevention and sustainable practices for businesses. This information will be designed to focus on pollution prevention and best management practices that will reduce impacts of stormwater in Puget Sound. It is estimated that approximately 200 businesses will be contacted through inspections or by receipt of educational materials during the upcoming biennium.

**Key Personnel**

<b>Staff</b>	<b>Estimated %FTE</b>	<b>Role</b>
Stuart Whitford	neg	LSC Project Supervisor
Lori Clark	1.0	LSC Inspector/ Project Lead

**Deliverables**

Jefferson County is responsible for the bulleted deliverables that follow each task description below.

## **Element 1. Source Control Site Visits and Technical Assistance**

The Local Source Control Specialist (LSCS) will conduct **200** source control site visits to small quantity generator (SQG) businesses during the biennium, within the following guidelines:

- Identify and coordinate with respective Ecology Regional Offices on an ongoing basis, which business sectors, watershed-based geographical areas, and/or priority toxic pollutants that will be the focus of the site visit program. Ensure that businesses are not being visited by other Source Control or Urban Waters staff, and that the business is not a Medium or Large Quantity Generator.

*A combination of data sources is recommended: local jurisdiction databases (GIS data, public utility, pre-treatment, stormwater, etc.), Ecology data bases (Facility Site data base, Hazardous Waste Fee data base) Yellow Pages, WA Dept of Licensing, WA Dept of Revenue, county records, and internet search tools.*

- Depending upon jurisdiction conditions, approximately 70% of the visits are to new, 'never-visited' small businesses or to those that have not received a LSC Specialist visit in 3 or more years, and approximately 30% for follow-up /return visits to resolve any high priority environmental issues (HPEI) found. This guideline will help determine business risk change and adoption of Best Management Practices.
- The following nine HPEIs, extracted from the last page of the LSC checklist, are Ecology's top priorities for follow-up visits to ensure correction of the problem. Other issues found on-site and their follow-up are at the discretion of the local jurisdiction.

### Hazardous Waste:

- Properly designate waste
- Properly dispose of waste
- Properly store products/wastes
- Repair or replace degraded open chemical containers

### Stormwater:

- Correct illegal plumbing connection
  - Halt discharges of process wastewaters to storm drain
  - Properly store containerized materials
  - Properly store non-containerized materials
  - Clean and eliminate leaks and spills from storage areas
- Ecology reserves the ability to direct a portion of business site visits towards specific priority sources or contaminants as follows:
    - toxics in stormwater;
    - copper, mercury, lead, cadmium and / or zinc sources
    - vehicle repair, property management, paint & coatings, industrial operations, retail, marine, healthcare, agriculture, governmental operations, hospitality, school districts
    - sources of persistent, bioaccumulative and toxic contaminants (PBTs), such as Abandoned/Bankrupt sites or outdoor operational washing activities
  - When unable to resolve the business' HPEIs, follow Ecology's business referral policy, outlined in the 'LSCP Contact and Referral Guide' (*distributed prior to contract finalization*).

- Complete Ecology's source control checklist for each site visit.
- Coordinate with local jurisdictions and Ecology's Regional Office in a timely manner regarding complaints about or from SQG businesses.
- Coordinate with respective Ecology Regional Offices to go on periodic site visits with regional staff to promote consistency and effectiveness of site visit techniques and conveying technical information to businesses.
- If completing contracted site visits prior to the end of the contract period, use 70% of remaining time to do additional site visits.

## **Element 2. Multi-media Technical Assistance**

- During on-site visits and follow-up contact, provide technical assistance on waste and toxics reduction, storage, and disposal and pollution prevention. Follow-up assistance and general business outreach may be letters to or phone consultations with individual businesses, meetings, publications, newsletters, workshops, providing internet resources, and other forms of technical information distribution.
- Coordinate and collaborate to develop technical assistance messages and outreach materials and resources with Ecology technical staff and other internal local government personnel or functions such as fire marshal, code enforcement, storm water, wastewater treatment plant, and moderate risk waste staff.
- Utilize the services of the NW Pollution Prevention Resource Center ([www.pprc.org](http://www.pprc.org)) and Washington Stormwater Center ([www.cityofpuyallup.org/services/development-services/puyallups-stormwater-management-program/washington-stormwater-center/](http://www.cityofpuyallup.org/services/development-services/puyallups-stormwater-management-program/washington-stormwater-center/)) to promote business awareness and adoption of stormwater best management practices and pollution prevention techniques.
- Encourage businesses to participate in local green business programs, including the EnviroStars business certification program. <http://envirostars.org/>

## **Element 3. Local Government Specific Activity**

The City of Bellingham will:

- Assist Ecology in screening sectors that require Industrial Stormwater Permits by visiting businesses that are not currently under permit, and making referrals to Ecology as necessary. Businesses such as wood working/mill work, window/door manufacturer work, fleet maintenance, and businesses related to sawmills and logging industries, if discovered in the City, will be visited. Other sectors that will be visited during this contract include schools and businesses with outdoor washing practices with potential discharges to stormwater.
- Continue working with Ecology, the Board of Pharmacy, and other regulators to develop and implement a protocol for collection and disposal of pharmaceutical wastes from health care facilities such as long term care and nursing homes.

- Focus on sectors that contribute to Ecology's five metals of concern. Use available sediment and water quality data to assist in determining targeted geographic areas or contaminant type, if indicated. Known sources of these metals include brake shoes from auto repair shops (copper); recycling and metal fabricating yards due to outdoor storage practices (zinc); wood preservatives at woodworking businesses (copper); and fleet yards (zinc).
- To assist the City in meeting requirements of our Western Washington Phase II Municipal Stormwater Permit, specialists will focus on developing procedures for locating priority areas likely to have illicit discharges, including at a minimum: evaluating land uses and associated business/industrial activities present; areas where complaints have been registered in the past; and areas of storage of large quantities of materials that could result in illicit discharges including spills.
- Use all available data, including Department of Revenue active business lists, associated SIC/NAICS codes, and addresses, to determine proximity of businesses to sensitive creeks and watersheds. Utilize existing LSC and Facility Site databases to flag all businesses and interaction with the source control program on a map. Use this information to assess which sectors or basins to address, and what approach to use (i.e., sector specific, activity type, or "visit everyone in the area").

<b>Local Activity</b>	<b>Deliverable</b>
Focus on sector(s) that require Ecology Industrial Stormwater Permit	Sites found that potentially need Ecology Stormwater permit will be referred to Ecology.
Pharmaceutical Waste Management	Develop a protocol for the collection of medications for long term care facilities
Focus on metal(s) in stormwater	BMPs and corrective actions achieved that lead to pollution prevention of metal(s) in stormwater.
Review available sampling data and survey City for high risk areas	Identify priority "hot spots" and contributing sectors
Collect current data from DOR about active businesses licenses; use facility site/LSC information to identify interaction	Map businesses in City to target sensitive areas and pollutants of concern.

- All materials developed to educate/assist businesses or to market the LSC Program internally or externally should be posted to the LSC SharePoint site within 30 days of completion of the piece.

#### **Element 4. Technical Training**

To meet the ongoing LSCS technical training needs, Ecology and LSC Program Partner jurisdictions will jointly develop and execute the 2011-13 technical training schedule. Parties will determine format (phone/video conference, webinar, live), and topics to be presented during the biennium. The LSCS will work with Ecology's LSC Program Coordinator to locate available resources and reference materials to bring these trainings to the LSC group-at-large.

- **Venue 1:** the monthly Local Source Control phone conference meetings, wherein each LSCS will determine, develop, and present materials and available resources showcasing a particular business sector or source control issue. Two or more LSCS may team up and/or hold a live event. All presentations will be coordinated with the LSC Program Coordinator, and all training materials will be organized in e-bindings and posted to the LSC SharePoint site.

- **Venue 2:** a minimum of two bi-annual 'live' meetings to be held at an Ecology office, a partner jurisdiction, or other facility. Ecology and LSCS will coordinate to determine agenda content, guest speakers, technical resources including recording the training for future reference, and all other periphery details of event planning. The LSC Program Coordinator will designate the rotation of the specific group of jurisdictions to contribute to this effort.
- The LSCS are expected to attend and participate in regularly scheduled monthly conference calls, and attend Ecology-sponsored training events organized on their behalf.
- LSCS are encouraged to attend HazWoper training and other safety training to maintain knowledge and awareness of proper safety procedures.

## **Element 5. Reporting Results to Ecology**

### **Site Visit Data Entry**

- Credit for these types of site visits will be assigned upon completion of the data record in the LSC dB:
  - Site Visit – Complete;
  - Site Visit – Screening or Incomplete (attempted but turned away);
  - Site Visit – Follow-Up or Return
- Data entry is expected to be thorough, complete, and timely. All site visit information collected on the checklist should be entered in the LSC data base within 30 days of each site visit, whether initial, follow-up, screening, or referral to a regulatory body.
- Local partner jurisdictions will ensure all data records are complete (either 'pending', 'closed', or 'referred') to promote quality assurance of the local source control data.
- To avoid under-reporting of work results, Ecology will provide individual LSC partners quarterly data base reports to identify/correct any incomplete data records.

### **Monthly Report**

Local Partner Jurisdictions will complete a monthly report using the electronic 'Monthly Report' form provided on the Ecology Internet / Hazardous Waste and Toxics Reduction page, within 10 working days after the end of each month. This is meant to capture what the database does not: Best Management Practices implemented; specifics of Education and Outreach efforts, and networking and collaboration resulting from the LSC work.

To access: <http://www.ecy.wa.gov/programs/hwtr/lsp/reportform.html>

In addition to the report information solicited on the form, the following shall also be reported to the LSC Program Coordinator when applicable:

- Any potential program, contract, or small business client problems and resolutions
- Any key personnel changes
- Subcontract or subcontractor information

**Task 6. Invoicing**

Invoices for completed work will be submitted quarterly on Ecology-provided, original, signed Form A-19-1A, and Invoice Detail sheet (Appendix B, attached). The invoice, invoice detail, and supporting invoice detail documentation will be sent within 40 days of the end of the invoice quarter to the Contract/Project Manager: *Julia McHugh, Hazardous Waste and Toxics Reduction Program, Washington State Department of Ecology, N. 4601 Monroe, Spokane, WA 99205-1295, 509-329-3551, jmch461@ecy.wa.gov.*

