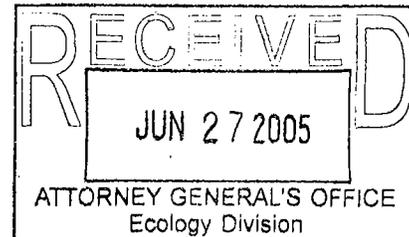




STATE OF WASHINGTON
ENVIRONMENTAL HEARINGS OFFICE
4224 - 6th Ave. SE, Bldg. 2, Rowe Six
PO Box 40903, Lacey, WA 98504-0903

June 24, 2005



Janicki Industries Inc.
24595 SR 20
Sedro Woolley WA 98284

Andrea L. Clausen
Assistant Attorney General
Department of Ecology
PO Box 40117
Olympia WA 98504-0117

RE: PCHB NO. 05-001
JANICKI INDUSTRIES INC. v. ECOLOGY (Penalty No. 1570)
PCHB NO. 05-002
JANICKI INDUSTRIES INC. v. ECOLOGY (Order No. 1569)

Dear Parties:

Enclosed is the Order of Dismissal in this matter. The Board appreciates the parties' efforts in reaching a settlement in this case. If you have questions, please do not hesitate to call.

Sincerely yours,

William H. Lynch, Presiding

WHL/jg/P 05-001 ltr

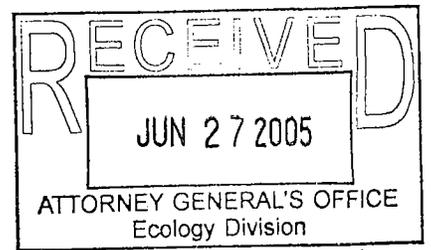
Cc: Leann Ryser - Ecology

CERTIFICATION

On this day, I forwarded a true and accurate copy of the documents to which this certificate is affixed via United States Postal Service postage prepaid to the attorneys of record herein.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED June 24, 2005, at Lacey, WA.



BEFORE THE POLLUTION CONTROL HEARINGS BOARD
STATE OF WASHINGTON

JANICKI INDUSTRIES, INC.,

Appellant,

v.

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Respondent.

PCHB NO. 05-001 & 05-002

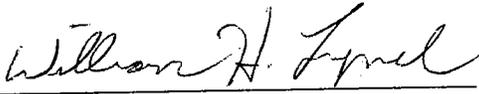
ORDER OF DISMISSAL

The parties have submitted a settlement agreement resolving the issues on appeal including an agreement to dismiss the appeal. Accordingly, there being no contested case,

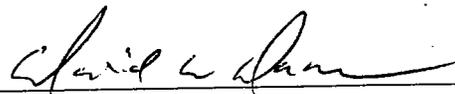
IT IS ORDERED that the case is DISMISSED with prejudice.

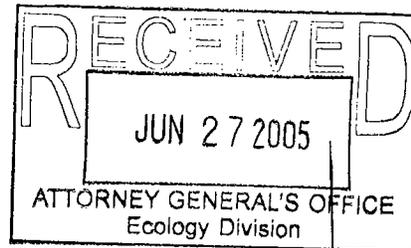
DONE this 24th day of June, 2005.

POLLUTION CONTROL HEARINGS BOARD


WILLIAM H. LYNCH, Presiding


BILL CLARKE, Member


DAVID DANNER, Member



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**POLLUTION CONTROL HEARINGS BOARD
STATE OF WASHINGTON**

JANICKI INDUSTRIES, INC., a
Washington corporation

Appellant,

PCHB No. 05-001 consolidated
SETTLEMENT AGREEMENT

v.

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Respondent.

Respondent, State of Washington, Department of Ecology (Ecology), represented by Assistant Attorney General Andrea L. Clausen, and Appellant, Janicki Industries, Inc. (Janicki), by and through its Vice President, John Janicki, hereby submit this Settlement Agreement to the Pollution Control Hearings Board (Board) as a full and final settlement of the above-referenced appeal, and accordingly request that the Board dismiss the appeal with prejudice.

I. PROCEDURAL STIPULATIONS

1. On or about December 6, 2004, Ecology issued Administrative Order No. 1569 (Order No. 1569) to Janicki, citing Janicki for violations of RCW 70.105 and WAC 173-303, and specifying deadlines for various actions Janicki was required to perform.
2. On or about December 6, 2004, Ecology issued Notice of Penalty Incurred and Due No. 1570 (Penalty No. 1570), to Janicki in the amount of \$40,000 for violations of RCW 70.105 and WAC 173-303.

1 3. On or about January 5, 2005, Janicki filed an Application for Relief from Penalty No.
2 1570 with Ecology.

3 4. On or about January 5, 2005, Janicki appealed Penalty No. 1570 to the Pollution
4 Control Hearings Board (Board).

5 5. On or about January 5, 2005, Janicki appealed Order No. 1569 to the Board.

6 6. On or about January 7, 2005, the Board consolidated Janicki's appeals of Order No.
7 1569 and Penalty No. 1570.

8 7. On or about January 21, 2005, Ecology responded to Janicki's Application for Relief
9 by issuing a Notice of Disposition Upon Application For Relief From Penalty No. 1570
10 (Notice of Disposition) that affirmed the \$40,000 penalty.

11 8. On or about February 9, 2005, Janicki appealed the Notice of Disposition and notified
12 the Board that it was continuing its appeal of Order No. 1569.

13 9. Ecology and Janicki have agreed to resolve the appeal of Order No. 1569 and Penalty
14 No. 1570 through the settlement outlined below.

15 **II. SETTLEMENT AGREEMENT**

16 The parties desire to resolve the dispute herein and avoid the cost and time associated
17 with further litigation. The parties therefore stipulate and agree as follows:

18 1. SCOPE. This Agreement constitutes the entire agreement between the parties to this
19 appeal, and settles all issues raised by Order No. 1569 and Penalty No. 1570. Ecology agrees
20 to deem Order No. 1569 and Penalty No. 1570 satisfied upon Janicki's satisfactory and timely
21 completion of its obligations under this Agreement.

22 2. PARTIAL COMPLIANCE WITH ORDER NO. 1569 RECOGNIZED. Ecology
23 recognizes that Janicki has partially satisfied its obligations under Order No. 1569 by
24 providing to Ecology on March 18, 2005, documentation sufficient to show that Janicki has
25 completed a hazard analysis. Pursuant to Order No. 1569, the hazard analysis:

26

- 1 • Identified the circumstances that allowed the discharge of hazardous waste to the
2 wastewater treatment system;
- 3 • Identified the circumstances that allowed failure to report and mitigate the spill;
- 4 • Determined any and all potential current sources of risk to human health and the
5 environment arising from the facility and its operations, including facility design of
6 drainage and other systems;
- 7 • Identified improvements that could be made in operations and chemical storage to
8 protect human health and the environment;
- 9 • Identified opportunities for better protection of human health and the environment
10 through adequate training for personnel;
- 11 • Identified quality assurance checks and balances necessary to assure adherence to
12 safety procedures and risk reduction measures;
- 13 • Identified and established effective emergency response procedures as required in
14 WAC 173-303-201(2)(c);
- 15 • Identified and established a hazardous waste training plan for all employees who handle
16 or manage hazardous waste;
- 17 • Improved communications between site staff and corporate headquarters staff on
18 environmental and safety matters.

17 Additionally, Janicki submitted a report, "Response to the Hazardous Analysis Report,"
18 explaining the findings of the hazard analysis, corrections Janicki has made thus far, and
19 corrections Janicki plans to make in the future.

20 3. FULL COMPLIANCE WITH ORDER NO. 1569. Pursuant to Order No. 1569, Janicki
21 submitted a report entitled "Response to the Hazardous Analysis Report." A portion of this
22 report describes subsequent changes Janicki will make to its Sunset Park Drive facility and a
23 timeline for implementation of those changes. Attachment A to this Agreement contains the
24 subsequent changes and the timeline to implement these changes. Attachment A also includes
25 any additional changes and/or training Ecology requires Janicki to make and a timeline for
26 these changes. Additionally, Attachment A describes the information that must be submitted

1 to Ecology identifying the corrections or changes that were made in operating procedures and
2 training. The timeline for submitting this documentation is set out in Attachment A.

3 Order No. 1569 is amended to include Attachment A, which is hereby incorporated by
4 reference as an integral and enforceable part of this Agreement. Order No. 1569 is also
5 amended to delete any other work or reporting requirements not already completed, as these
6 requirements are replaced by the requirements described in Attachment A. Janicki agrees to
7 implement the work and training requirements, and submit the appropriate documentation,
8 according to the approved timelines in Attachment A. Ecology will consider Janicki to be in
9 full compliance with Order No. 1569, as amended, upon Janicki's satisfactory and timely
10 performance of all actions identified in Attachment A and upon receipt of all documentation
11 Attachment A requires. Janicki agrees it will be in violation of Order No. 1569 by failing to
12 satisfactorily perform any or all of the actions as outlined in Attachment A by the deadlines
13 specified in the approved timeline and/or by failing to submit documentation to Ecology as
14 described in Attachment A.

15 In the event Janicki violates Order No. 1569, as amended, Ecology may pursue any or
16 all remedies available by law. In such event, Janicki shall have dismissed and thus waived its
17 right of administrative or judicial review on the underlying merits of Order No. 1569, as
18 amended. However, Janicki does not waive its right to show that it did not violate Order No.
19 1569, as amended, because it performed all of the actions in Attachment A and submitted the
20 required documentation by the approved deadlines set out in Attachment A.

21 4. RESOLUTION OF PENALTY.

22 a. Cash Payment. Within 15 calendar days from the effective date of this Settlement
23 Agreement, Janicki shall make a cash payment in the sum of \$8,000 to Ecology to be
24 deposited in the Hazardous Waste Control and Elimination Account or its successor (RCW
25 70.105.180). Janicki shall make the cash payment by check directly payable to "Department
26 of Ecology" and make reference to Penalty No. 1570, and shall send the payment to:

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Department of Ecology
Attn: Cashiering Section,
P.O. Box 5128
Lacey, WA 98509-5128

Janicki understands and agrees that if it fails to timely pay Ecology the \$8,000 cash payment, that Janicki shall be liable to pay Ecology the full original penalty amount of \$40,000 which will become immediately due and payable without further right of administrative or judicial review.

b. Supplemental Environmental Projects (SEPs). Ecology recognizes that following the issuance of Penalty No.1570, Janicki performed SEPs designed to improve its dangerous waste practices beyond regulatory requirements, as set out in Attachment B. In lieu of a monetary payment to Ecology, Ecology hereby approves of the projects performed in Attachment B, and credits \$28,500 of the remaining \$32,000 penalty as being satisfied.

In order to satisfy the remainder of the penalty, \$3,500, Janicki further agrees to complete the proposed SEPs identified in Attachment C, which provide educational outreach to generators and potential generators of hazardous waste in Skagit County. Attachment C is hereby incorporated by reference as an integral and enforceable part of this Agreement. Janicki agrees to provide Ecology with project documentation described in Attachment C, according to the timelines set out in Attachment C. This includes providing Ecology with a final itemized accounting of Janicki's costs to implement each project within 30 days of completion of each project.

Janicki agrees that any supplemental project described in Attachment B and Attachment C was not and can not be a donation or capital improvement previously set for funding in the normal course of Janicki's budget. Janicki agrees that if it does not perform the proposed supplemental environmental projects or submit project documents to Ecology within the timeline as outlined in Attachment C, the remainder of the penalty, \$3,500, will become due and owing. In such event, Janicki shall have dismissed and thus waived its right of

1 administrative or judicial review on the underlying merits of Penalty No. 1570. However,
2 Janicki does not waive the right to show it timely completed the projects and submitted
3 documentation as outlined in Attachment C.

4 c. Conditional Suspension of Penalty. Within 30 days of receiving all documentation
5 regarding the final costs of the SEPs described in Attachment C, Ecology agrees to send
6 written notification to Janicki regarding the amount of the SEPs that may be credited against
7 the penalty, as determined by Ecology. In the event that Janicki completes all supplemental
8 environmental projects as described in Attachment C, but the cost of performance does not
9 total \$3,500 as calculated by Ecology, Ecology agrees to conditionally suspend the remainder
10 of the penalty (Remainder). Janicki may not contest the amount of the Remainder. If Janicki
11 violates any provision of RCW 70.105 and/or any provision of WAC 173-303 within two
12 years of this Agreement, the suspension of the Remainder shall be withdrawn and become due
13 and owing in addition to any other penalty Ecology may assess based on the new violation(s).
14 Janicki shall be deemed to have violated RCW 70.105 and/or WAC 173-303 if:

- 15 i) Janicki acts or fails to act in a manner constituting a violation of RCW 70.105
16 and/or WAC 173-303 within two years of the effective date of this Agreement;
17 and
- 18 ii) Ecology issues a timely citation or Notice of Penalty for such violation; and
- 19 iii) The citation or Notice of Penalty is not appealed or becomes final after
20 administrative and/or judicial review.

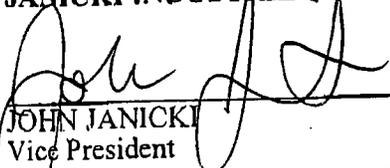
21 If conditions (i) to (iii) are met, then Janicki shall be deemed to have violated RCW 70.105
22 and/or WAC 173-303 and the Remainder shall become due and owing. Janicki shall pay the
23 Remainder within 30 days of Ecology's written demand for payment. If Janicki fails to pay,
24 then in any judicial action to collect the Remainder, Janicki shall not have any right to contest
25 the merits of the underlying penalty that is the subject of this Settlement Agreement.
26 However, Janicki shall be entitled to show that it did not violate RCW 70.105 and/or WAC
173-303, as outlined above in (i) to (iii).

- 1 5. REMEDIES. Nothing in this Settlement Agreement shall limit Ecology's authority
2 under RCW 70.105. In the event that Janicki violates the terms of this Agreement, Janicki
3 agrees and acknowledges that Ecology may pursue all remedies available by the terms of this
4 Settlement Agreement and/or by law. Additionally, Janicki agrees that the venue for any
5 judicial action to enforce Order No. 1569, as amended, and/or to collect Penalty No. 1570, or
6 any portion thereof, may be in Thurston County Superior Court.
- 7 6. PRESS RELEASES AND OTHER DOCUMENTS. Any document prepared by
8 Janicki that is related to this settlement, such as a press release, or that is prepared for
9 purposes of implementing this Settlement Agreement, including but not limited to materials
10 prepared for dissemination as part of any supplemental environmental project in Attachment
11 C, shall be identified as resulting from a settlement with Ecology. In addition, any sum paid
12 to a third party, not a party to this Agreement, as a result of this Agreement, shall be identified
13 as resulting from a settlement with Ecology in any public statement.
- 14 7. TAX CREDIT DISALLOWED. Janicki shall not deduct or credit against taxes due or
15 payable any monies paid as cash payments or utilized for implementation of supplemental
16 environmental projects under this Agreement, nor otherwise receive any tax benefits from
17 payment of monies as cash payments or for implementation of supplemental environment
18 projects under this Agreement.
- 19 8. DISMISSAL OF APPEAL. The parties consent to the submission of this Settlement
20 Agreement to the Board and request that, based upon a full and final settlement having been
21 reached, the Board dismiss this appeal with prejudice. Both parties further agree to forego all
22 costs and attorneys' fees associated with this appeal.
- 23 9. EFFECTIVE DATE. This Settlement Agreement shall become effective upon the
24 Board's dismissal of this appeal.
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1 10. SIGNATORIES AUTHORIZED. The undersigned representatives for Ecology and
 2 Janicki certify that they are fully authorized by the party whom they represent to enter into the
 3 terms and conditions of this Settlement Agreement and to legally bind such party thereto.
 4

5 JANICKI INDUSTRIES, INC.

DEPARTMENT OF ECOLOGY

6 
 7 JOHN JANICKI
 8 Vice President

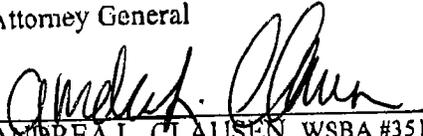

 7 DARIN RICE
 8 Acting Program Manager
 9 Hazardous Waste & Toxics Reduction Program

9 Dated: 6-14-05

Dated: D 6/23/05

11 Presented by:

12 ROB MCKENNA
13 Attorney General

14 
 15 ANDREA L. CLAUSEN, WSBA #35161
 16 Assistant Attorney General
 17 Attorneys for Respondent
 18 State of Washington
 19 Department of Ecology
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ATTACHMENT A

Subsequent Work Requirements, Required
Documentation and Implementation Timeline

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1. Janicki will perform the following action to improve operations, enhance chemical storage, and serve to protect human health and the environment as specified in its "Response to the Hazardous Analysis Report" and according to the following timelines:

a. Chemical storage improvements will be addressed by **June 30, 2005**, in order to prevent the leaking of product residuals to the soil. Based on a study by Creighton Engineering, Inc., the only remaining chemical storage issue is the storage of empty drums. Janicki is currently designing a barrel storage area.

2. Within 15 calendar days of the completion of the project described in paragraph 1(a) above, Janicki will send a report to Ecology identifying the corrections or changes that were made in operating procedures. This report shall include, but not be limited to, explaining how and when the chemical storage area was addressed. The report shall include photos showing the new chemical storage area(s).

3. Janicki will send documentation of the subsequent changes it has made by the dates outlined below:

a. Installation of impervious barriers in the Puttyland storage area - Janicki sealed the Puttyland storage room's baseboard seam with silicone caulk and bermed the doors in order to prevent the possible escape of any spilled liquid. Janicki will send documentation explaining how and when the Puttyland storage area was addressed and include photos showing the new barriers in the Puttyland storage area. Janicki will provide this documentation by June 21, 2005.

b. Hazardous Waste Training - Janicki provided Randy Letellier, the only Puttyland room employee, with 8 hours of hazardous waste training on May 23, 2005. The training was performed by Prezant Associates, Inc. in Seattle. The training provided Mr. Letellier with an

1 increased awareness of health and safety risks associated with the use of hazardous materials
2 and management of hazardous wastes. Janicki will provide a statement signed by Randy
3 Letellier stating that he has received hazardous waste training. Janicki will also provide
4 Ecology with a training syllabus and any other substantive training material used. Janicki will
5 provide documentation by June 21, 2005.

6 c. Ventilation System - Janicki Industries contracted Myers Heating to install a new
7 ventilation system in Puttyland. It was completed on May 24, 2005. It is a self purging
8 system that incorporates laminar air flow to draw dust particles and chemical fumes into its
9 intake vents. The ventilation system will assure employees of adequate ventilation protection
10 in case of an accidental spill or leak. Janicki will send a copy of the invoice along with photos
11 showing the installed ventilation system to Ecology by June 21, 2005.

12 4. Janicki will perform the following additional requirements:

13 a. Hazardous Waste Training - Janicki will implement The Hazardous Waste Training
14 Plan, approved by Ecology May 25, 2005. The training will teach facility personnel
15 dangerous waste management procedures (including contingency plan implementation)
16 relevant to the positions in which they are employed, and will ensure that they are able to
17 respond effectively to emergencies. Janicki must implement the training within 30 days of the
18 effective date of this Settlement Agreement. After six (6) months of implementing the
19 training plan, Janicki will provide Ecology with statements signed by each trained individual
20 that he or she has received hazardous waste training. This documentation will pertain to
21 training completed within six (6) months of the effective date of this Settlement Agreement.
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ATTACHMENT B

Completed Supplemental Environmental Project

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3 1. Employee Training - Total employee training dollar amount accepted by Ecology to
4 go toward penalty: \$25,000.

5 a. Spill Response Training: Training cost for 9 employees in a 3 day / 24-hour class.

6 Dollar value of 1.a above accepted by Ecology to go toward penalty: \$16,000.

7 The Janicki family has been a community leader in Sedro-Woolley and the spill that
8 occurred on March 19, 2004, tarnished that leadership. Although the Sedro-Woolley Fire
9 Department has a trained spill response team on call that could respond to a spill on Janicki
10 property, Janicki chose to create its own spill response team. Janicki's goal in forming a spill
11 response team was to restore the faith that the community had in the Janicki family by going
12 beyond what is required in the Dangerous Waste Regulations, and in so doing, demonstrate its
13 commitment to public health and the environment. Janicki was especially concerned with
14 protecting the Skagit County community because the area has been the home of the Janicki
15 family for four generations.

16 Janicki's spill response team consists of nine employees trained in identifying,
17 appropriately responding to, managing, handling, and reporting a spill. The spill response
18 technician training covered the regulations that govern spill response, general personal
19 protective equipment, respiratory protection, hazard recognition, chemical awareness,
20 toxicology, radiation, incident command structure, air monitoring and sampling, industrial
21 spill response, environmental spill response, reporting procedures, decontamination, and sight
22 control. This training was extremely helpful in educating Janicki personnel in the proper steps
23 to be taken if a spill were to occur. Janicki's spill response team enables Janicki to react to
24 spills quickly, safely and efficiently. Efficient responses to spills will protect the surrounding
25 Skagit County community and environment by reducing the amount of pollutants released in
26 the unlikely event of a future spill and ensure that the proper steps are taken in reporting a

1 spill to the appropriate agencies. Further, Janicki Industries is actively working with the
2 Sedro-Woolley Fire Department to partner in a joint training exercise involving the fire
3 department's spill response team and Janicki's spill response team.

4 b. Hazardous Waste/Safety Awareness Training: 253 production workers in a 1-hour
5 class.

6 Dollar value of 1.b above accepted by Ecology to go toward penalty: \$9,000.

7 Janicki Industries chose to expend funds to train its production employees to show its
8 commitment to the protection of the environment. Employees were empowered with the
9 knowledge they needed to promote public health, pollution prevention, and toxics reduction.
10 Production workers received 1 hour of class room hazardous waste training. The training
11 covered RCRA history, container labeling for satellite accumulation, final accumulation areas,
12 universal waste, and the differences between small, medium, and large quantity generators.
13 The goal for training all production personnel beyond what is required relevant to their job
14 responsibilities is to help raise employee awareness, which in turn will ensure that no spill,
15 which could potentially be harmful to human health and the environment, will ever go
16 unnoticed or unreported. Given that Janicki Industries is one of the largest employers in Skagit
17 County this training will help raise public awareness as employees share what they have
18 learned with family and friends.

19 2. Emergency Response Equipment - Total emergency response equipment dollar value
20 accepted by Ecology to go toward penalty: \$3,500.

21 This amount includes Purchase Order # 04-3454 (\$1,885) and Purchase Order # 45081
22 (\$1,615).

23 Purchase Order # 04-3454 contains a 3-gas monitor used to check if there are
24 atmospheric hazards present in the area of a spill and a calibration kit for the monitor.

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1 Purchase Order # 45081 contains a supplied fresh air panel, dual airline back-mounted
2 adaptors, and fresh air hoses. These items are used to supply breathing air in a hazardous
3 environment.

4 The emergency equipment gives Janicki the ability to react to spills quickly, safely and
5 efficiently, so as to avoid environmental impact by any incident involving uncontrolled
6 releases. The equipment also can be accessed by the local fire department as a community
7 resource in its response to emergencies. The equipment that was purchased for Janicki's spill
8 response team will protect the environmental health of Skagit County by ensuring that team
9 members will not enter an area without properly protecting themselves, therefore giving them
10 the ability to expeditiously mitigate potential environmental hazards. The employees were
11 trained to use the new equipment by qualified trainers. The employees on the spill response
12 team were fit tested for full face respirators according to WISHA regulations. Accordingly,
13 fit testing includes respirator training that covers respirator maintenance, limitations, fresh air
14 use and cartridge change out schedules. The members of the spill response team were trained
15 about the necessity of air monitoring before entering an unventilated spill scene, and the
16 monitor that was purchased is extremely user friendly.

ATTACHMENT C

Proposed Supplemental Environmental Projects

Janicki will perform the Supplemental Environmental Projects (SEPs) described below in lieu of paying Ecology the remainder of Penalty No. 1570, (\$3,500). However, if the actual cost of performing the SEPs does not total \$3,500, as determined by Ecology, the remaining amount of the penalty will be conditionally suspended as described in paragraph II.4.c of the attached Settlement Agreement.

1. Janicki will organize an environmental compliance workshop for management and employees with hazardous waste management responsibilities of local businesses in the Sedro-Woolley area to become familiar with Washington State Department of Ecology (Ecology) regulations. This workshop would help to raise awareness of the applicability of environmental regulations to their businesses. This would entail setting up an environmental compliance workshop where current and potential small, medium, and large quantity generators of hazardous waste (SQG, MQG, and LQG) could come to have their questions answered by environmental regulators, contracted consultants, Janicki staff, and each other in a non-threatening atmosphere. Janicki will work with the Economic Development Association of Skagit County (EDASC), and Skagit Valley Community College Business Resource Center to organize and provide this workshop. As part of the workshop, Janicki will distribute Ecology literature on the topic of Washington's State Dangerous Waste Regulations.

Within 45 calendar days from the effective date of this Settlement Agreement, Janicki will provide Ecology with:

- a. a copy of the agenda;
- b. a summary of the workshop goals, including a description of the workshop;
- c. a list of invitees;
- d. any workshop material that will be used and/or distributed in the workshop; and

1 e. an explanation of the benefits to human health and the environment resulting from
2 the workshop.

3 Janicki will also describe:

- 4 ▪ who will perform the workshop;
- 5 ▪ where the workshop will take place; and
- 6 ▪ the estimated cost to Janicki of putting on the workshop.

7 Janicki shall not perform the workshop absent Ecology's prior approval. Within 30 days of
8 Ecology's approval, Janicki will conduct the workshop. Within 30 days of completion of the
9 workshop, Janicki will submit a list to Ecology of the people who attended, each person's
10 employer and job title, and a signed statement from the attendee that he or she took part in the
11 workshop. Janicki will also provide Ecology with an itemized accounting of Janicki's costs to
12 put on the workshop.

13 2. Janicki will work with the EDASC to distribute Ecology literature on the topic of
14 Ecology regulations. This will further assist other Skagit County businesses that may have the
15 need to become more familiar with Ecology's regulations. Within 45 days of the effective
16 date of this agreement Janicki will provide Ecology with a description of where the literature
17 will be distributed, who will distribute the literature, how the literature will be distributed, and
18 the estimated cost to Janicki to distribute the information. Janicki will implement the
19 distribution project within 30 days of Ecology approval of the project. Janicki will provide
20 Ecology with an itemized accounting of Janicki's costs to distribute the Ecology information
21 within 30 days of the implementation of the distribution project.

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